

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act (TEX. GOV'T CODE ANN. Ch. 791) by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, (the "District" or "HCFCD"), and **Harris County, Texas**, a body corporate and politic under the laws of the State of Texas. ("County"). The District and County are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties." This Agreement shall become effective as of the date on which it has been executed by both Parties.

RECITALS:

WHEREAS, the District engages the County for various services through separate agreements, including Property Acquisition (Agreement No. 2022-138), Security (Item No. 11.a.2 Commissioners Court December 18, 2018), Law Enforcement (Item No. 10.c.1 Commissioners Court February 27, 2018), Fleet and Information Technology (IT) (Agreement No. 2022-148), Legal (Cost Allocation), Wage Rate Compliance (Item No. 122 Commissioners Court June 28, 2022), Fire Marshal's Office (Item 140, Commissioners Court August 10, 2021), and Community Services Department (Item II.3, Commissioners Court September 10, 2019) and now desires to terminate the agreements and enter into one combined Agreement that encompasses and covers the payment for all services ("Services" or "Service") the County provides the District; and

WHEREAS, the Scope of Work for each service the County provides to the District are attached to this Agreement as follows: Property Acquisition, Exhibit A; Law Enforcement and Security, Exhibit B; IT, Exhibit C; Fleet, Exhibit D; Legal, Exhibit E; Wage Rate Compliance, Exhibit F; Fire Marshal's Office, Exhibit G; and Community Services Department ("CSD"), Exhibit H; and

WHEREAS, the District will pay the County \$5,930,051.97 for all services; which includes Property Acquisition (\$593,830.39), Law Enforcement and Security (\$424,951.00), IT (\$3,535,867.58), Fleet (\$629,725.00); Legal (\$700,000.00); and Wage Rate Compliance (\$45,678.00) for the period covering the Fiscal Year, which runs from October 1, 2022, to September 30, 2023 ("FY 2023"); no payment is owed for Fire Marshal and CSD services; and

WHEREAS, this Agreement will be amended each year for the fiscal year starting on October 1 based on projected costs thereafter.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

I. Funding

By December 1, 2022, the District shall pay the County \$5,930,051.97 ("Funds") for FY 2023 for the performance of the Scopes of Work for as described in attached Exhibits A-F. No payment is owed for Fire Marshal or CSD services as shown in Exhibits G and H, respectively.

The amount of the Funds includes the payment for the following services for FY 2023: Property Acquisition (\$593,830.39), Law Enforcement and Security (\$424,951.00), IT (\$3,535,867.58), Fleet (\$629,725.00); Legal (\$700,000.00); and Wage Rate Compliance (\$45,678.00) for FY 2023.

The maximum amount the District shall be obligated to pay the County under this Agreement is ("Funds"), unless the Parties amend this Agreement. The Parties may amend this Agreement and obtain approval from Harris County Commissioners Court if at any time during the term additional funding is needed for any service.

The amount to be paid by the District to the County each year will be authorized as a joint decision between the County and the District by August 15. By June 30 of each year, the County will provide the District a cost estimate for the upcoming fiscal year's labor and operational costs associated with providing services for each department. The Parties will negotiate costs for each department each year between June 30 and August 15. Any changes to the annual budget provided by the District to the County affecting the County's service delivery will be documented based on service expectations for the next fiscal year. The County will make every effort to inform the District of personnel changes in a timely manner to ensure both parties are aware of potential impacts to ongoing support. The District will annually review the County's budget needs to ensure any needed changes are identified and considered as part of the Harris County annual budget process. The District and the County will jointly review and update the Scopes of Work for each service annually and will include the opportunity for the District to rate the level and quality of service provided by the County.

The Funds provided by the District are only to be used for the purpose set out herein in the Scopes of Work. The District will seek reimbursement from the County if the Funds are not used for the purposes authorized in the Scopes of Work.

II.

Scopes of Work

A. Property Acquisition

The District will fund the County's' yearly operations budgetary needs associated with providing Property Acquisition services, including utilizing Harris County Engineering Department, Real Property Division consultants and/or in house staff to perform appraisals, relocations, and other property acquisition services for the District as further described in attached Exhibit A.

B. Law Enforcement and Security

The District will fund two positions (vehicles included) through Harris County Constable Precinct One to provide law enforcement services for the District for patrolling and investigating occurrences at District-owned sites. The District also will fund two positions for FY 2023 through Harris County Constable Precinct One to provide security services for the District at District buildings. The Scope of Work for Law Enforcement and Security Services are more thoroughly described in Exhibit B.

C. IT Services

The District will fund HCUS' yearly operations budgetary needs associated with providing IT services for the District as described in Exhibit C.

D. Fleet

The District will fund Harris County Universal Services' (HCUS) yearly operations budgetary needs associated with providing Fleet services for the District as described in Exhibit D.

The District will fund HCUS budget needs for Fleet Services depending on the following:

Operations:

This budget will include items such as shop supplies and funding to cover the cost of the resources dedicated to supporting the District. This funding will be documented annually in a mutually agreed to "Total Cost of Ownership (TCO)" that will be prepared by HCUS to estimate costs to provide fleet services for the District.

Labor:

The operations budget includes compensation for employees dedicated to providing fleet services for the District. There are no additional charges to the District for labor for these employees. However, any additional employee required by the District must be pre-approved by HCUS. HCUS will charge the District for any additional labor on a monthly basis using the Commissioners Court approved labor rates. The District will pay for the additional labor separately from this Agreement. HCUS will send invoices for any work separate from this Agreement to the District Infrastructure Support Department Manager for approval.

Parts, Fuel & Outside Services:

All non-labor costs that are not included in the District's operational budget payment made at the beginning of fiscal year must be approved by the District. HCUS will charge the District for approved non-labor costs on a monthly basis to be paid out of a separate account. Non-labor costs include, but are not limited to, parts, fuel, and outside services. The District will pay for the parts, fuel and other outside services separately from this Agreement.

E. Legal

The District will fund legal services provided by the Harris County Attorney's Office ("HCAO") as described in Exhibit E. This includes the cost of two full-time attorneys located at District offices and devoted to District work full-time, one full time attorney embedded in the HCAO real estate division and one half-time attorney embedded in the HCAO litigation division.

F. Wage Rate Compliance

The District will fund the Harris County Economic Equity and Opportunity department's performance of wage rate compliance services for the District as described in Exhibit F.

G. Fire Marshal's Office

The Fire Marshal will inspect, perform fire risk evaluations, and conduct pre-fire planning for District buildings as described in Exhibit G.

H. Community Services Department

CSD will provide those services as described in Exhibit H.

**III.
Term**

The term of this Agreement is from October 1, 2022, through September 30, 2023 (FY 2023). This Agreement will renew thereafter on October 1 of each year based on an amendment to this Agreement with expected Funds owed by the District based on projected costs, unless terminated as set out herein. Each year, each County department will provide the services as set out in the Scopes of Work until all the Funds are expended, unless this Agreement is otherwise terminated or amended as provided for herein.

IV. Audit

By March 1 each year, each department will send the District a detailed accounting of the use of the Funds for each service provided hereunder. This accounting also will include the number of hours each worker spent and a description of their tasks.

V. Termination

Either Party may terminate this Agreement with 60-days-notice in writing to the other Party. Upon termination, the County will provide the services under this Agreement to the District for a sufficient period to allow transition of the services back to District management and control. All unused Funds and/or any portion of Funds expended that were not used to complete the work set out in the Scopes of Work will be returned to the District once the District has determined the transition is complete. A termination of one service will not affect the continuation of this Agreement as to the other services provided hereunder.

VI. Notices

All notices and communications under this Interlocal Agreement shall be in writing and sent via email or regular mail or delivered to the District at the following address:

Harris County Flood Control District
9900 Northwest Freeway
Houston, TX 77092
Attention: Executive Director

All notices and communications under this Interlocal Agreement shall be mailed by via email or regular mail or delivered to the County at the following address:

Harris County Office of Management and Budget
1001 Preston
Houston, TX 77002
Attention: Chief Administrative Officer

With a copy to:

Harris County Engineering Department
1111 Fannin, 11th Floor
Houston, Texas 77002
Attention: County Engineer

Harris County Engineering Department
10555 Northwest Freeway, Ste. 210
Houston, TX 77092
Attention: Real Property Division Director

Harris County Precinct One Constable's Office
1302 Preston, Suite 301
Houston, Texas 77002
Attention: Constable, Precinct One

Harris County Universal Services
406 Caroline Street
Houston, Texas 77002
Attention: Chief Information Officer and Executive Engineer

Harris County Attorney's Office
1019 Congress, 15th Floor
Houston, Texas 77002
Attention: First Assistant

Harris County Department of Economic Equity and Opportunity
1001 Preston
Houston, Texas 77002
Attention: Executive Director

Harris County Community Services Department
8410 Lantern Point Drive
Houston, Texas 77054
Attention: Executive Director

VII. Insurance and Indemnification

The County will require any contractor working on District property to maintain the level of insurance as required for all County contracts. The County also will require any contractor working on District property to make the District an additional insured on its insurance policies and to forward to the District a Certification of Insurance.

The County will require its contractors working on District property to agree to the following language: THE CONTRACTOR AGREES TO RELEASE AND COVENANT NOT TO SUE THE DISTRICT FROM ANY AND ALL COSTS, CLAIMS, EXPENSES, DAMAGES, ACTIONS, CAUSES OF ACTIONS, AND JUDGMENTS ARISING FROM THE CONTRACTOR'S PRESENCE ON, OR USE OF, DISTRICT PROPERTY; INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS BY THE CONTRACTOR AND ITS EMPLOYEES, OR ITS AGENTS FOR DAMAGE TO PERSONAL PROPERTY OR INJURY TO PERSONS WHICH MAY ARISE OUT OF THE USE OF THE PROPERTY BY THE CONTRACTOR AND ITS EMPLOYEES, OR ARISING FROM OR INCIDENT TO ANY DEFECT IN OR CONDITION OF THE PROPERTY, WHETHER OR NOT SUCH DEFECT OR CONDITION IS KNOWN OR SHOULD HAVE BEEN KNOWN TO THE DISTRICT, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, CONTRACTORS, OR SUBCONTRACTORS.

VIII. Personnel

Should the District be dissatisfied with performance of individuals filling positions funded by the District, the District shall notify the County. If, after 90 days from the date of notice, during which the County may take action to improve the service or performance, the District is still dissatisfied, the District may require the County reassign the individuals and place new individuals in the positions funded by the District.

All unused Funds and/or any portion of Funds expended that were not used to complete the work set out in the Scopes of Work on behalf of the District will be credited to the District within 60-days of the close of the fiscal year.

IX.
Not Joint Enterprise

This Agreement is not intended to and shall not create a joint enterprise between the County and the District. It is understood and agreed that the District and the District's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the County. It is also understood and agreed that the County's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the District. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility for day-to-day management and control of such work except as may otherwise expressly be provided herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____, 2022.

APPROVED AS TO FORM

CHRISTIAN D. MENELEE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

DocuSigned by:
Laura Fiorentino Cahill
By: D9FE318CE1BA4BE...
Laura Fiorentino Cahill
Senior Assistant County Attorney

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM

CHRISTIAN D. MENELEE
Harris County Attorney

HARRIS COUNTY, TEXAS

DocuSigned by:
Philip Berzins
By: E186ED8AD7074B5...
Philip Berzins
Assistant County Attorney
CA File No. 22GEN3310

By: _____
Lina Hidalgo
County Judge

Exhibit A
Property Acquisition Services Scope of Work

The County agrees to provide, through the Harris County Engineering Department (HCED), right-of-way services requested by the District. Right-of-way services will include planning, organizing and managing resources to bring about the successful completion of specific project goals and objectives. HCED will provide labor and oversight of experienced contract managers, administrative staff, and appraisal analysts who are assigned to manage third-party vendor performance for appraisal acquisition and relocation services.

Personnel

The Parties have estimated the personnel needs to fulfill the County's obligations for the initial Term of this Agreement. Accordingly, the County has agreed to provide, and the District has agreed to pay for, the services (including salary and benefits, mileage reimbursement, training and the cost of any future computer hardware and software necessary to carry out their assigned duties), of:

- 1 Project Control Specialist
- 1 Appraisal Analyst
- 1 Right-of-Way Coordinator
- 1 Grants & Special Projects Manager
- 1 Administrative Assistant III

The cost to provide these personnel is included in the payment of Funds. Should the District's needs exceed the projections, additional personnel may be necessary, or the work may slow down. The County will submit a written request to the District for approval before hiring any additional personnel. Work logs documenting hours spent by project and task will be provided for each staff member (necessary for federal grant reimbursement of eligible grant tasks).

Exhibit B
Law Enforcement and Security Scope of Work

- I. Introduction
 - a. Four (4) deputy positions will be provided by the Harris County Constable's Office, Precinct One for the purpose of providing law enforcement services and security for the District. Two of the positions are dedicated to security for District buildings while the other two positions are dedicated to watershed and environmental law enforcement. The funding includes all salary and benefits.
- II. Security for District buildings – Services Provided
 - a. Two deputy positions are dedicated to building security services. Building security services include but are not limited to:
 - i. Brookhollow office building security.
 - ii. Weekend roaming security at District (i.e. buildings, pump stations, remote parking, etc.) as requested by the District.
 - iii. Assisting with investigations into security issues (i.e. break-ins, vandalism, etc.) at District facilities (i.e. buildings, pump stations, remote parking, etc.).
 - iv. Assist with developing recommendations to improve security at District facilities (i.e. buildings, pump stations, remote parking, etc.).
- III. Watershed and Environmental Law Enforcement- Services Provided
 - a. Two deputy positions are dedicated to District watershed and environmental law enforcement issues. Some of the issues this position would investigate and potentially respond to include:
 - i. Illegal dumping on District rights-of-way.
 - ii. Illicit discharges of contaminants into District maintained waterways.
 - iii. Homeless encampments that interfere or prevent routine access to District facilities or right-of-way.
 - iv. Private property encroachments that severely restrict District maintenance access or ability to complete channel repair projects.
 - b. Environmental law enforcement for illegal dumping of debris on District property will include an investigation of sites identified by the District to be repetitive dumping sites, determination if sites can be monitored using cameras owned by Constable's Office, Precinct One, installation and monitoring of camera(s) as determined by Constable's Office, Precinct One deputy, identification of individual(s) identified by camera or other means and arrest or other satisfactory restitution as governed by the State of Texas to help reduce or eliminate future illegal dumping.
 - c. Identification and investigation of illicit discharges into District maintained waterways, determination of type and quantity of contaminants being discharged and arrest or other satisfactory restitution as governed by the State of Texas to help reduce or eliminate future illicit discharges of contaminants into District-maintained waterways.
 - d. Investigation of homeless encampments or individuals identified by the District that prevent access to District-maintained facilities or rights-of-way, provide security services for District maintenance crews or contractors to allow them to perform their job duties, referral and/or removal of individuals from District right-of-way.
 - e. Provide security services for District staff, crews, and/or contractors assigned to remove private property encroachments.

- f. Attend occasional meetings with the District to educate staff and improve communication and response to specific watershed and environmental issues.
 - g. Weekend roaming security at District facilities, as requested.
- IV.** The cost to provide these personnel is included in the payment of Funds. Should the District's needs exceed the projections, additional personnel may be necessary, or the work may slow down. The County will submit a written request to the District for approval before hiring any additional personnel.

EXHIBIT C



**Harris County
Universal Services (HCUS)
Information Technology Services**

**Scope of Work
For the Harris County
Flood Control District**

Oct. 1, 2022

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Executive Summary

Introduction

This is a Scope of Services (Scope) for Harris County Universal Services (HCUS) for Information Technology Services (“ITS”) it will provide for the Harris County Flood Control District (District.). It is intended to communicate expectations around level of service for IT services provided by HCUS.

HCUS is committed to providing a high level of service to ensure that the District receives timely and effective technical support for HCUS supported information technology assets, and other nonstandard or non-enterprise wide information technology assets where support for such assets has been agreed upon between the District and HCUS.

New Information Technology Investments

All new information technology investments in support of the District will be reviewed and authorized as a joint decision between HCUS and the District. This may require a capital investment that is not normally covered in HCUS's fiscal year operating budget. Capital investment decisions will likewise be recommended to Budget Management and Commissioners Court as a joint decision between HCUS and the District.

The introduction of new technology and products must be carefully coordinated with HCUS. HCUS will perform an initial architecture and cyber security assessment, and then authorize to “build” and “operate” any new technology (*environments or products*) being introduced. The total investment and costs associated with the purchase, maintenance, and administration (including training) of new technology must be fully vetted, agreed upon and approved, with appropriate funding secured prior to an implementation.

IT infrastructure funded via funds transferred by the District would be tracked as an asset of HCUS and done so in compliance with county policy.

Expansion & Maintenance of Information Technology Assets

The expansion and maintenance of **enterprise-wide** information technology assets (such as networking, telecommunications, server infrastructure, software, etc.) may require a capital investment that is not normally covered in HCUS’s operating budget. This would be planned as part of a building construction project or as an enterprise IT capital improvement project and addressed when funding is requested and becomes available.

Managing the lifecycle of the District’s information technology assets is an important aspect of quality of service. HCUS will work closely with the District to maintain IT assets in a way that maximizes the investment while ensuring quality of service. Developing and funding a replacement strategy for these assets will be approved and authorized as a joint decision between HCUS and the District.

Access to Servers & Personal Computing Devices

The District agrees to allow HCUS to have unlimited access to its Servers and PCs at all times. This access is for purposes of performing service and support for both network based servers and network based PCs, either requested by the District and for maintenance by HCUS.

Any user who uses a PC supported by HCUS must allow HCUS to retain an Administrative account on the PC. This is the only way in which HCUS will be able to deploy patches to address security issues identified by Microsoft or other vendors in a timely manner. The deployment of patches is typically done at night to minimize disruption and avoid interruptions.

PCs or servers that have been off the network for any reason and come back on the network, and report missing patches, will automatically (*on a schedule HCUS determines*) be patched and rebooted in a best efforts approach to maintaining security for District systems and Harris County data. HCUS will always make an effort to notify users prior to accessing PCs, but in some cases, prior contact will not be possible.

HCUS will provide the necessary access to servers and environments to District users. This access will be limited to only those resources required to complete a given task and must be approved by the District's Technical Liaison and HCUS.

Project Management

Project management is the discipline of planning, organizing and managing resources to bring about the successful completion of specific project goals and objectives. As the County's primary information technology service provider, HCUS will provide Technical Project Management services where deemed necessary by both HCUS and the District. This includes the labor and oversight of experienced IT project managers who are assigned to manage technical work scope, project management methodology, third-party vendor performance, risk mitigation and resolution, high level and detailed project plans, technical work breakdown structure, and budget for a project, plus the technical implementation/deployment; and are responsible for assisting the District to ensure successful completion of the project.

Responsibilities of Users

All District staff members are expected to familiarize themselves with available relevant documentation to enable effective use of information technology. Users should also participate in related training courses to ensure that they have the necessary skills and understanding of technological tools.

Performing preliminary troubleshooting and information gathering prior to calling the HCUS Help Desk will help customers better describe their problem and help HCUS resolve any issue with greater efficiency. Relevant and helpful information includes identifying the hardware and software being used, recording any error message received, and if a printer problem is encountered, identifying the printer queue name.

For software purchased directly by the end user and running locally (on an individual's PC), the individual user or user's department will be required to keep track (for auditing purposes) of the software licenses. It is against County and District policy to load any software from an individual's home PC onto a County computer. Copying commercial software is illegal and prohibited by County and District policy.

Security is the responsibility of all computer users and users are cautioned not to share system logins and passwords. Caution should also be used when loading software onto a County or District computers. Some software packages make changes to system configuration files which can conflict with existing configurations and result in other software not working properly.

Confidentiality & Regulatory Compliance

HCUS assumes no risk for the inadvertent violation of any District confidentiality agreements or regulatory compliance. District personnel must take appropriate measures to safeguard the confidentiality of District data and ensure that HCUS personnel are not accidentally given access to confidential data. In addition, it is the responsibility of the District to ensure HCUS is aware of any regulatory compliance obligations. It is the responsibility of the District to work with HCUS if such compliance requirements exist to ensure HCUS understands any impact on systems, networks, data retention, applications, etc.

HCUS agrees to notify all HCUS personnel that may assist the District with problem tickets or other support issues of the District's standards for confidentiality.

Texas Public Information Act (TPIA)

The District is responsible for the overall coordination and response to public information requests. If there is a need for HCUS to assist in providing electronic data, a District department head, or designee (as the owner of the data) will provide the appropriate approvals and instruct HCUS on what data is needed. Any data extracted by HCUS will be provided to the District for review and release unless otherwise instructed by the District department head or by the Harris County Attorney's Office.

Supported Technology

Supported technology as applicable to the District is incorporated into Scope by reference and attachment (**Attachment A** and **B**). The HCUS list of enterprise wide supported technology and services may be revised to reflect changes made by HCUS in order to take advantage of improved technology or to address required changes. Such changes will be incorporated into the Scope by amendment only upon the concurrence of HCUS and the District.

Enterprise Software Agreements

Enterprise software agreements, such as the agreement with Microsoft, are funded by the County in general and managed/supported by HCUS. Based on the number of District users at the time of the execution of this Agreement, HCUS will provide the District licensing for any software provided as part of the Harris County Enterprise-level agreement with Microsoft, which includes a supported Microsoft Operating System, Microsoft 365, SCCM Client, Microsoft Teams and other enterprise application licenses. Please note that there is a cost for all additional Microsoft desktop products (e.g., MS Project, Visio) under the Microsoft Enterprise Agreement. An increase of desktops or additional products for existing desktops requires an annual true-up.

Desktops included in the Microsoft Enterprise Agreement are licensed for the operating system, and core Microsoft Office product suite, i.e., Word, Excel, PowerPoint. There is a cost for all additional Microsoft desktop products (e.g., MS Project, Visio). That cost, along with license tracking, is the responsibility of the District.

Non-Enterprise Software Agreements

All software that is listed as non-enterprise level or third-party software is the responsibility of the District, including cost for both hardware and software, maintenance, technical support, installation and license tracking. Such non-enterprise or third-party software is considered a business requirement that is unique and special to the District, one where it is responsible for the annual expense and budgeting. In some cases, HCUS may agree to provide technical support only, for non-enterprise level or third-party software.

Standard Computer Software

HCUS installs and maintains a wide range of enterprise level computer software for hosted, distributed, and personal computer platforms. HCUS pursues an active research program to evaluate new versions of software for function and use within Harris County. Typically, current versions of evaluated software are installed on computer equipment. However, HCUS acknowledges that all County departments and the District may not wish to upgrade to the latest software versions. Therefore, troubleshooting and assistance is provided for older software until a formal decision has been made to discontinue this support.

Software Licensing, Maintenance and Liability

Software, whether included on the attached supported list or not, may require either the prior purchase of a license (*enterprise or seat license*) or both the purchase of a license and the software installation media. If necessary, the District may need to purchase a license before the software is installed or true up on new or existing enterprise-wide software being utilized (**Attachments A and B**). The District will adhere to the Technology Procurement Request process prior to purchasing non-enterprise software solutions.

HCUS recognizes that not all software currently used by the District is reflected in the attached listing (**Attachments A or B**). Any such software will be managed by the District, including technical support and license tracking, but HCUS is available to assist with installation of this software when requested.

Computer Operating Systems and Network Software

Attached is a list of operating systems and network software that is currently being installed and maintained by HCUS (**Attachment A**), as well as any specific District applications. (**Attachment B**).

Computer Hardware

HCUS will support and maintain all approved computer hardware. A list of approved hardware is attached (**Attachment A**). The attached list does not specify models for some computer hardware. This is due to the wide range of equipment that has been installed in the past throughout the County. HCUS will continue to support and maintain all models utilized by the District. The District will develop and maintain their replacement strategy for models no longer under warranty or not able to be upgraded.

For full support, all departments, the District, and their staff must use standard hardware and software configurations that HCUS staff has recommended. In some cases, the department or the District may choose to use configurations not recommended by HCUS. Support for these configurations must be negotiated with HCUS and the resulting agreement approved by both the

District and HCUS. Any such agreements between the District and HCUS will be incorporated into the Agreement by attachment only (**Attachment A**). HCUS reserves the right to recommend that support for some configurations be provided by outside vendors.

In cases where HCUS may agree to provide technical support only for some non-standard, non-enterprise level, or third-party products, such support does not include any HCUS funding for licenses or maintenance costs.

Audio/ Video (AV) Equipment

The HCUS Enterprise Managed Services team can provide guidance regarding procurement and installation of AV equipment. The District would need to enter the PO request for equipment, installation and maintenance services. The HCUS Enterprise Support Services (Help Desk and Desktop Support) teams can provide basic troubleshooting and configuration assistance upon request. This does not include support facilitating or launching individual meetings, as this is a user function.

Enterprise Application Services

HCUS provides services that encompass all aspects of application development and support including business analysis, application architecture, database design and maintenance, software development, quality assurance, and configuration management. They also provide vendor and change management for purchased package implementations as well as packages that support custom applications as enabling technology. These services will be provided for all custom applications listed in Attachment B, District Software Applications, and Appendix A, Supported Technology – Software.

The **Business Analyst** team is responsible for liaising with business partners, working with them to:

- Identify opportunities to improve business processes;
- Identify opportunities to enhance existing applications to support business processes;
- Identify opportunities for new applications to support business process;
- Translate business needs to technology requests;
- With the business, prioritize technology requests for the Application Services team; and
- Ensure that completed technology requests satisfy requirements.

A primary business analyst will be assigned to work with the District. A secondary business analyst will become sufficiently proficient with District applications to temporarily fill-in for the primary business analyst. The District will be given access to required development tools to enter and submit their technology requests (user stories) directly into the planning tool.

The **Architecture** team is responsible for ensuring that custom developed software applications employ valid and supportable technology, maintain currency of technology (i.e., do not fall behind in the application of new versions of enabling technology), are designed for optimal performance and maintainability, integrate with the rest of the application portfolio, and follow best practices for implementation. HCUS will review all District Software Applications with District architects and developers to verify the application design and architecture and schedule any recommended updates or changes as necessary.

The **Application DBA** team will manage all District databases in conjunction with the Enterprise SQL Database team to ensure reliability, availability, and performance. These services will

include standardized database administration with performance monitoring. The Application DBAs will also work with the infrastructure team to improve SQL availability utilizing Microsoft's SQL Always on Availability Groups (AAG), where feasible.

The **Development** team will manage all existing applications, making bug fixes and implementing new functionality. Several developers, reporting to a team lead with overall responsibility for District applications, will become proficient working with District applications such that there is never a single point of failure. In the event that a new application is required/desired, a project team consisting of additional developers may be assigned.

The **Quality Assurance** team is responsible for verifying that solution implementations meet the functional, user experience, performance, and reliability requirements for the technology requests. This includes the creation of test plans, test scenarios, test scripts, and test data. Multiple quality assurance analysts will become proficient with District applications such that there is never a single point of failure.

The **Configuration Management** team will deliver new builds of custom applications to all environments including test, staging, and production. They will also liaise with vendors of package implementations and purchase packages that support custom applications as enabling technology to report bugs and request modifications or enhancements. They are also responsible for coordinating the testing of new versions of purchase packages, scheduling the deployments of new versions, and deploying the new versions.

Enterprise Application Services staff and services will be available via on-call services through the helpdesk.

Business Intelligence (BI) & Analytics Services

HCUS provides services that support data visualization and business intelligence reporting along with data analytic and data warehousing technologies. To assist the District in pursuing business intelligence opportunities, HCUS will continue working with the District to define and implement the data warehouse infrastructure needed to meet business requirements. If needed additional HCUS managed resources can be available to support this initiative.

Digital & Content Management Services

Electronic document and digital asset management, along with content management tools for web sites, are enterprise-wide services provided by HCUS to the various departments of Harris County and the Harris County Flood Control District. The District currently has three systems for managing document and digital assets: DNN for public facing Internet web content management system; SharePoint for internal collaboration and planning content management system; and OpenText/AppXtender for internal document management system integrated with operational applications. Primavera Unifier is in the implementation phase and will include its own document management module.

HCUS will provide support for the public facing Internet site and content management system for the District, using the enterprise platform. HCUS will continue to work with the District to define future requirements and determine if additional resources are required to support future requests. (Maintaining the actual content on websites remains the responsibility of the District).

HCUS is assisting the District in the area of internal collaboration and planning for the content management system. The District's legacy SharePoint content has been migrated to the HCUS

cloud tenant for Office 365, SharePoint Online, and Teams. (Maintaining the actual content in these repositories remains the responsibility of the District.)

The District requires HCUS support in the area of internal document management. Because the current system is tightly integrated with existing District operational applications, HCUS Enterprise Application Services team will provide support for the District's AppXtender system. In FY2023, HCUS will begin work with the District to migrate documents and records from AppXtender to either OpenText or Primavera Unifier and modify existing custom applications accordingly.

If a need arises to change or extend support for existing District document and digital asset management systems, such as website redesign, new websites, or document management solutions, HCUS will work with the District to define requirements and determine if additional resources are required to support the initiative.

Geographic Information System (GIS) Services

The Geographical Information Systems team provides maintenance of the county GIS data repository, administration of license servers, vendor management, technical support for all GIS issues, and expert support in the primary county GIS tools, ArcGIS Pro and ArcGIS Online.

Connections to the county GIS data repository allow users to provide data to the database, use data in the database, access HCUS GIS support when needed, and access to core software and extensions as part of the Enterprise Agreement with ESRI.

In addition, imagery and key map data are shared with countywide license agreements. The District currently has several users with access to the county GIS data repository; and any other connections to the county GIS data repository will be afforded the same services.

The GIS team is currently investigating drone collections and techniques as a new service offering. The District will have access to any expertise or services derived from this effort.

Enterprise Infrastructure/Cybersecurity Services

Data Center Services

The HCUS infrastructure and network services team provides services which encompass the Windows/Linux server environments and MS Azure cloud. The Windows/Linux environment hosts the County's Web environment, Windows/Linux applications, and database and file server systems. Web-based applications and databases that reside in the Web environment require approval from HCUS. Specific server support costs may be charged to the District per a charge-back agreement or other estimated cost arrangement provided by HCUS and approved by the District, i.e., HCUS provides cost quotes for a departmental purchase order approval and offers a fully managed services and a fully managed 'shared services' portfolio via a charge-back agreement. Windows platform includes server, workstation, environmental security, and backup and recovery support.

Most District servers (virtual and physical) are managed in the data center at 406 Caroline. The remaining District servers are managed in the MS Azure environment. HCUS is managing all the District's Active Directory objects and Exchange Mailboxes in HCUS' managed environments (including on premise and Microsoft 365 mailbox servers).

HCUS will provide support for all District servers, storage, Active Directory, and Exchange services utilizing trained staff that are onsite standard business hours but are also available through its helpdesk in an on-call status.

HCUS' Enterprise SQL Database team will manage all District databases in conjunction with the application teams to ensure reliability and availability. These services will include standardized database administration with performance monitoring. HCUS will also work with the application teams to improve SQL availability utilizing Microsoft's SQL Always on Availability Groups (AAG) where feasible. SQL DBA staff will also be available via on-call services through the 24x7 helpdesk.

HCUS commits to providing *best effort - enterprise wide high availability* for all HCUS-managed Windows/Linux application and database server systems based on 24 hours per day, 7 days per week. Performance and availability monitoring is provided via standardized Microsoft monitoring tools such as System Center Operations Manager and SolarWinds Database Performance Monitor. Unix/Linux systems will be monitored via standardized monitoring tools.

Network Services

HCUS provides local area network (LAN) network administration. LAN network administration includes documentation, performance analysis, virus management, uninterruptible power supply (UPS) monitoring, and capacity planning. The expansion and maintenance of infrastructure LAN servers and network services to existing, new, or remote business locations for multiple users may require a capital investment that is not normally covered in HCUS's fiscal year operating budget. This may apply to an expansion of existing LAN services, network cabling, or wireless services that will need to be planned out as an information technology infrastructure and network improvement project with appropriate funding requested and made available at the time from the County. Please note the expenses for additional cable drops are the responsibility of the District.

HCUS provides a private point-to-point Wide Area Network (WAN) for Harris County Departments and the Harris County Flood Control District. This is designed, configured, and managed by HCUS personnel. HCUS also provides Internet connectivity with dual primary connections up to 1 Gbps. HCUS commits to providing *best effort - enterprise wide high availability* for overall WAN Network, consisting of more than 200 remote locations, based on 24 hours per day, 7 days per week. HCUS commits to providing *best effort - enterprise wide high availability* of the network supporting Web access from HCUS's Internet Service Provider (ISP) to the production Web server. Availability is based on 24 hours per day, 7 days per week.

HCUS commits to respond to network problems within 1 hour of the problem being reported to the HCUS Help Desk and a Help Desk ticket opened. If the problem involves a Service Provider solution like AT&T, Verizon, or Phonoscope etc., the issue will be reported to the appropriate vendor for action. HCUS will update the Help Desk Ticket when there is a status change of the progress until the issue is resolved. All Wide Area Network connections are monitored 24 hours, seven days a week, 365 days a year. Backup hardware for all network installations is located in-house unless otherwise indicated.

HCUS strives to ensure that all networking components are operational 24 hours a day, 7 days a week. All District equipment should be accessible at all times, except when essential maintenance is required. If it becomes necessary to interrupt any service, prior notification will be given whenever possible, and interruptions will be scheduled to minimize any impact on users.

If individuals encounter problems, they are encouraged to contact the HCUS Help Desk for assistance at **(713) 274-4444** or via email at: HelpDesk@us.hctx.net. All calls will be prioritized and addressed accordingly as indicated in the 'HCUS Help Desk' area of this document.

Electronic Messaging and Directory Services

HCUS utilizes **Exchange** as the standard e-mail, calendaring and scheduling application. **Active Directory** design, support and problem resolution are also provided. The Exchange Infrastructure includes:

- Redundant Exchange Outlook Web Access servers with Third Party signed SSL
- Redundant Exchange Mail routing servers with Kerberos Authentication
- Redundant SMTP (Internal Mail) gateways with AV and Spam capability
- Exchange in the cloud via Office 365 as appropriate

HCUS commits to providing *best effort - enterprise wide high availability* for the Exchange infrastructure based on 24 hours per day, 7 days per week. Performance and availability monitoring is provided via standardized Microsoft monitoring tools such as System Center Operations Manager.

Remote Access Services

Remote access is available through Microsoft Exchange Outlook Web Access, Citrix, and Virtual Private Network (VPN) client. Citrix Access service includes related Citrix software licensing, 800-number access outside the Harris County local calling area or the high speed Internet access gateway to Citrix, and Dispatch Center/telephone technical support for software installation and troubleshooting while using Citrix. In-home support is not provided.

HCUS commits to providing *best effort - enterprise wide high availability* for Exchange Outlook Web Access, 24 hours per day, 7 days per week. HCUS commits to providing *best effort - enterprise wide high availability* of the Citrix infrastructure, 24 hours per day, 7 days per week. The Citrix infrastructure includes Web access for telecommuting clients and cable modem/ISP remote access using Citrix Program Neighborhood. HCUS commits to *best effort - enterprise wide high availability* of all Citrix infrastructure software problems, 24 hours per day, and 7 days per week. There is a two-hour maintenance window for Citrix service and maintenance. Maintenance is not a daily requirement, and is scheduled as required in off-peak hours. The resolution times are subject to host server hardware and operating systems being operational.

Telecommunications / Voice Network Services

HCUS Enterprise Managed Services provides and manages a private voice network to the County and the Harris County Flood Control District. Complete telephony services include installation and maintenance of PBX systems, Key systems, and voice mail systems, as well as line and circuit installation and maintenance.

HCUS commits to respond to critical phone trouble calls within 2 hours. HCUS commits to respond to non-critical phone trouble calls within 1 business day, during normal business hours. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Critical phone trouble is defined as an interruption of service that:

- affects the main answering position for the department; or
- affects the answering position for an elected or appointed official; or
- any outage that affects more than 25% of the system.

If individuals encounter problems, they are encouraged to contact the HCUS Help Desk for assistance at **(713) 274-4444** or via email at: HelpDesk@us.hctx.net. All calls will be prioritized and addressed accordingly as indicated in the 'HCUS Help Desk' area of this document.

Building Security Services

HCUS Building Security Services provides access control, intrusion detection, monitoring, security cameras, badge readers and access to video camera views to secure Harris County and Harris County Flood Control District facilities.

- The building security systems are designed, configured, and managed by HCUS personnel. Any changes to the configuration should be coordinated through HCUS by submitting a ticket to the Help Desk [at: helpdesk@us.hctx.net](mailto:helpdesk@us.hctx.net).
- Access to facility/doors can be obtained by sending an email to customerservice@us.hctx.net, attaching completed access card request form with appropriate approvals.
- To obtain an Alarm code for a facility, send an email to the customerservice@us.hctx.net or call Central Station (713-755-7700). This includes additions/changes to alarm or door schedules.
- HCUS will maintain and repair equipment in accordance with manufactures specifications, including any additional equipment the District may add to the system.
- The District is responsible for the expenses for additional equipment (camera, badge readers) requested by District users.

HCUS strives to ensure that all Building Security Services components are operational 24 hours a day, 7 days a week. All District equipment should be accessible at all times, except when essential maintenance is required. If it becomes necessary to interrupt any service, prior notification will be given whenever possible, and interruptions will be scheduled to minimize any impact on users.

Enterprise Support Services

Help Desk Services

The HCUS Help Desk is available 24 hours a day, seven days a week, 365 days a year and can be contacted by email, phone, or through the service desk portal. A ticket will be created for all requests submitted to the Help Desk. The Help Desk technician will troubleshoot and will either resolve the issue at first point of contact if possible, or escalate the issue to the appropriate technical team for assistance. HCUS Help Desk will work with the requestor to determine and assign urgency and priority. Service requests with a high impact or problems that prevent individuals from performing their work completely are given a higher priority than requests for new software or hardware installations.

The HCUS Help Desk will provide user account management, including permissions, and user account and email creation, deletion, and modification. Requests for computer or telecommunications installations, maintenance, problem resolution, system changes, or assistance for any of the systems listed in this document should also be directed to the HCUS Help Desk.

All work submitted to the Help Desk is tracked in the ticketing system and reports are available upon request by the District. Customizable and ad-hoc reporting is available in the ticketing system. Training for District technical liaisons in how to design and produce their own reports is available upon request.

Desktop Support

HCUS will provide endpoint device support services for the District. Device support services include installation and maintenance of workstation hardware and software, printer installation and break-fix, network client software, diagnosis and correction of problems in the workstation operating system, and setup, only to the extent that they are maintained by the department under current hardware warranties and software versions. This includes emergency after hours on-call and support of District activations, including scheduled special events. Desktop Support shall include the following:

Desktops/Laptops:

- District owned Hardware support (component installs where needed)
- Software installation (individual and large scale via SCCM).
- Patch management – operating system and some Enterprise supported application patches via controlled release
- Operating system upgrades – thru attrition and upgrade
- Remote support where possible
- Onsite support where required

Mobile Devices (tablets and phones):

- Enterprise County Application installation and configuration (Office, VPN, Citrix, email).

Printers (network and non-network) support will include:

- Installation, setup, and configuration
- Connectivity troubleshooting
- Software driver updates.

NOTE: HCUS Client Technology will triage and assist with escalation of hardware issues to the customer's pre-established third party or manufacturer support. HCUS technicians do not change toner or printer cartridges, as this is a user function. In addition, for moving assets and equipment during office moves from location to location, HCUS will work with District personnel or their designated vendor to assist with the installation and setup of the delivered equipment.

HCUS strives to ensure that all computer hardware and software is operational 24 hours a day, 7 days a week. All District equipment should be accessible at all times, except when essential maintenance to hardware or software is required. If it becomes necessary to interrupt any service, prior notification will be given whenever possible, and interruptions will be scheduled to minimize any impact on users.

If individuals encounter problems, they are encouraged to contact the HCUS Help Desk for assistance at **(713) 274-4444** or via email at: HelpDesk@us.hctx.net. All calls will be prioritized and addressed accordingly as indicated in the 'Help Desk Services' section above.

Training

Available training and a current training schedule can be accessed via the Harris County Intranet at <http://www.harriscountytexas.gov/training/>. Microsoft eLearning online classes and courseware are also available via the internet for all the Microsoft products licensed by Harris County as part of the enterprise agreement. The HCUS team can provide you with this information upon request. Training for solutions will remain within the District, except where negotiated as part of a software development/implementation project.

Change Management

HCUS facilitates the Change Management process, which provides a repeatable and automated process for managing IT assets supported by HCUS. With Change Management, HCUS minimizes operational risk and maximizes the benefits of change by following predefined business rules involving appropriate stakeholders. Integrated with Problem and Work Management, Change Management provides the controls to effectively manage the infrastructure.

All upgrades, modifications, new release levels, new programs, program fixes, configuration changes, new module implementations, and environment replications pertaining to an application will follow the Change Control Management procedures as outlined in HCUS's Change Control Procedures. This is a URL to the official HCUS Change Management SharePoint site, which explains in detail the HCUS Change Management policies followed today.

<https://us.webhc.hctx.net/private/ESS/Change/default.aspx>

Except for emergency situations, under no circumstance will any changes to the data or functionality of an application be made operational in the production environment until after testing and prior to the appropriate departmental personnel providing approval. In addition, once non-emergency changes are approved by the appropriate personnel, such changes will not be placed into the production environment during the prime work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. A situation will be deemed to be an emergency if:

- it results in the inability of users to complete the necessary processes for day-to-day functionality; **and**
- the ability to complete the processes cannot be deferred to allow for the resolution of the situation at a later time; **and**
- no work around exists.

Under emergency situation changes to production, all tracking required under the Change Control Management procedures and approvals from the appropriate departmental personnel must be followed and obtained on the first business day following the day such changes are made.

If a Harris County department or the Harris County Flood Control District utilizes third party vendor services or applications which could impact HCUS production services, production infrastructure, or the County's wide area network managed by HCUS, they must adhere to and follow the HCUS Change Management Policy. Change Management is a process to control and coordinate all changes to an IT production environment. An "RFC-Request for Change" must be submitted to the HCUS Change Advisory Board (CAB) for review and approval whenever there is a potential impact to any production system or environment. All changes to HCUS production components will be managed to ensure integrity, reliability, availability, and audit-ability. This is done to ensure the quality, stability, and integrity of the business processes, and its data. Failure to accomplish this will mean that the credibility of our activities and the value of our assets can be impaired.

Attachment A – Supported Technology

Supported Technology & Services

Operating Systems (only through published vendor supported schedules)

- Desktop Operating Systems Currently Supported by Microsoft (refer to: <https://support.microsoft.com/en-us/lifecycle>)
- Desktop Operating Systems Currently Supported by Apple (MAC OS)
- Server Operating+ Systems Currently Supported by Microsoft (refer to: <https://support.microsoft.com/en-us/lifecycle>)
- VMWare 6.5 and Higher
- AIX
- CentOS
- MS Azure

Third-Party Application Software *(HCUS will install these software packages which support custom applications as enabling technology but does not support the actual functionality or performance of the package; they are all vendor supported. HCUS will liaise with the vendors to request additional functionality or fixes on behalf of the District. Where possible over time, HCUS will replace packages that provide duplicate functionality and deprecate packages as custom applications are deprecated or replaced. It should be noted these SW packages are not covered by the Microsoft Enterprise Agreement or other enterprise-wide level agreements. Harris County Flood Control District should look at the cost and the need for each piece of SW on an annual basis, as they pay for these applications.)*

- Adobe Creative Cloud *
- Analytic Solver *
- AppXtender *(Transitioning to OpenText)*
- ArcGIS/ArcMap *(Enterprise Agreement)*
- Asana *
- AutoCad Civil 3D *
- Autodesk *
- Automate Schedule
- B2GNOW *(funded through Purchasing)*
- Bentley Select *
- BlueBeam *
- BrowserStack
- Carlson Civil Suite *
- Cloudflare
- Contrail OneRain
- DevCraft
- DevExpress Universal
- DocuSign * *(Enterprise Agreement)*
- MyEmma *
- ESRI Drone2Map *
- Everbridge
- FMLA Manager *

- Geocortex Essential
- GeoExpress
- GINT Subscription (Geotechnical and Geoenvironmental Software for HCFCD Geotechnical)
- Global Mapper *
- Interconnected Channel and Pond Routing Model (ICPR)
- KISSFLOW *
- KiWIS
- Lightning Service Cloud
- Local Data Manager (LDM) *
- Meltwater *
- Oracle BI Publisher
- Primavera EPPM *
- Pluralsight *
- Power BI Premium Capacity
- Salesforce *
- Schedule Analyzer *
- Slide *
- SnagIT
- Survey Monkey *
- Talent LMS *
- Unifier*
- Veoci *
- WISKI *
- Xtools Pro*
- XPSWMM *
- Yammer
- Zoom*

* Maintenance Funded directly by Flood Control

Enterprise Level Spreadsheet, Word Processing, etc. *(Desktop & LAN software is covered by the Harris County Enterprise Level Agreement with Microsoft, with annual true-up on number of licenses in use. In some cases, there is an additional license fee for software costs not included in the agreement, i.e., MS Project or Visio.) Management of licensing shall remain a responsibility of the District.*

Based on the number of District users at the time of the execution of this Agreement, HCUS will provide the District licensing for any software provided as part of the Harris County Enterprise-level agreement with Microsoft, which includes a supported Microsoft Operating System, Microsoft Office, SCCM Client, Microsoft Teams, and other enterprise application licenses. Please note that there is a cost for all additional Microsoft desktop products (e.g., MS Project, Visio) under the Microsoft Enterprise Agreement. An increase of desktops or additional products for existing desktops requires an annual true-up.

MS Office Operating Systems Currently Supported by Microsoft (refer to:

<https://support.microsoft.com/en-us/lifecycle>)

- Citrix XenApp (Supported by HCUS)

- Symantec Endpoint Protection
- Desktop and Server Management Software
 - System Center Configuration Manager (SCCM)
 - System Center Operations Manager (SCOM)
 - System Center Management Server (SCMS)
 - Avamar - Server Backup
 - VEEAM – server backup solution for VMware guests
 - Veritas NetBackup for nonstandard server backup (Informix, AIX)
 - Or as HCUS designates
- Azure
- BlackBoard
- HCAM
- Peoplesoft
- Service Manager
- Microsoft O365, SharePoint Online, Teams
- DNN EVOQ (web content management)
- OpenText Content Server

Hardware

- HCUS designates and allows for standard desktop, server, and other equipment
- Multi-Function Printers (Print, Scan, Copy, Scan to Email) (Network and Non-Network) - HCUS Client Technology will triage and assist with escalation of hardware issues and troubleshooting to the customer's pre-established third party or manufacturer support. HCUS technicians do not change toner or printer cartridges, as this is a user function.
- Printer Servers - HCUS will support printer servers for enterprise network printing.
- Isilon Storage

Network

- Cat-5 or Cat-6UTP with RJ45 implemented within specification
- WAN connection is Metro-Ethernet service
- LAN topology 100Mbps, 1Gbps over UTP, 10Gbps over Twinax or fiber-optic
- Network Hardware – Cisco routers/switches, Alcatel-Lucent Enterprise switches
- HCUS standard network security technology (firewalls, etc.)-not documented for security purposes but can be discussed if needed

Wireless Technology

- Aruba for County supported wireless LAN's.

Attachment B – Harris County Flood Control District Software Applications

The Harris County Flood Control District and County departments are the business and information owners and users of the software application packages and modules required for their business across all platforms, including distributed computing and client software for desktops and laptops. The Harris County Flood Control District specific application or business modules used includes:

1. AppXtender Search
2. AppXtender Web Access

3. Bond Program/Bond Tracker Map
4. Channel Assessment Viewer & all of its sub-parts
5. Contract Bidding & all of its sub-parts
6. Construction Management Application (CMA) – Soon to be retired
7. Construction Portal – Soon to be retired
8. Contract/Project Search
9. Contract Amendment Application
10. Demolition
11. Developer Construction Inspection System (DCIS)
12. District Financial Application (DFA) & all of its sub-parts
13. Employee Directory
14. Environmental Mapping Application (EMA)
15. Environmental Service Manager (ESM) & all of its sub-parts
16. FloodWatch Monitoring
17. Flood Forecasting system API
18. Global Navigation
19. Integrated Management - Project Manager
20. Integrated Management - Task Manager
21. Integrated Reports
22. Inundation Mapping Tool
23. Map Book
24. Maintenance Construction Group (MCG)
25. Mechanical Electrical Maintenance System (MEMS)
26. Model and Map Management System (M3)
27. Mowing Status
28. OutfieldPhotosWeb
29. Property Acquisition System (PAS)
30. Project/IFAS XRef – Cross reference project IDs to IFAS PL coding
31. Project Master & all of its sub-parts
32. Property agreements
33. Purchase Order
34. Purchase Order Payments
35. Record Storage Application
36. Report a Problem (RAP)
37. Request for Payment
38. Right of Way (ROW)
39. Security Administration
40. Storefront
41. Timesheet
42. Unit Master
43. Vegetation Management System (VMS)
44. Xtender Services

Websites *(HCUS will be responsible for the infrastructure supporting the requested Harris County Flood Control District websites, including webserver configuration, software installation/setup/maintenance, and licensing and maintaining domain names. Maintaining the actual content on websites remains the responsibility of the District.)*

- District Portal
- HCFCD.ORG
- MAAPnext – may include [M3 \(Model and Map Management System\)](#) 11/15
- FWS (Flood Warning System)
- hcfcd.org
- bmpbase.org
- harriscountyfrm.org
- harriscountyfemt.org
- m3models.org
- harriscountyfws.org
- fwsalerts.org
- "FWS Redesign (Has not been created yet)"
- Contrail servers
- transtar.hcfcdcontrail.org
- hcfcdbackup.hcfcdcontrail.org
- alert.hcfcdcontrail.org
- "Forecasting Dashboard (Has not been created yet)"
- cleanwaterways.org
- greenswetbank.org
- projectbrays.org

Hardware not supported by Universal Services

1. Teledyne ISCO modems used with Samplers

Exhibit D

HCUS Fleet Services Scope of Work

Budget Development

Agreed costs associated with providing fleet services to HCFCD will be funded by HCFCD either through payment or via charge back. The method of funding depends upon the expense category as reflected below.

The operational budget will include items such as shop supplies and funding to cover the cost of the resources dedicated to supporting HCFCD, including overhead costs. Any change to the annual payment by HCFCD to HCUS that affects HCUS service delivery will be documented to level set on service expectations for the next fiscal year.

Labor: Budget to cover compensation for employees dedicated to providing fleet services for HCFCD will be included as part of the operational budget payment made at the beginning of each fiscal year. There will be no charge back for labor for these employees. Any additional labor provided by HCUS Fleet Services will be charged back on a monthly basis using the Commissioners Court approved labor rates. The HCUS PCNs covered in this agreement will prioritize servicing HCFCD vehicles/equipment above all others but are not limited to servicing HCFCD vehicles/equipment only.

Parts, Fuel & Outside Services: All non-labor costs that are not included in the operational budget payment made at the beginning of each fiscal year will be charged back to HCFCD on a monthly basis. This includes, but is not limited to, parts, fuel, and outside services.

Overhead: Overhead costs may be included in the operational budget and must have a clear and direct association with providing fleet services to HCFCD and be apportioned on a pro-rata basis. For instance, HCFCD vehicles/equipment use fuel cards and fuel stations maintained by the Fleet Fuel Services team; the labor costs of the fuel team would be an overhead cost using a pro-rata share based on HCFCD fleet size vs. total number of vehicles served by the fuel team.

Service Centers

The District will allow Fleet Services to use the HCFCD Michael Talbot and South Service Centers at no cost to Fleet Services. This includes shop equipment originally purchased by the District and utilities at the Centers. Fleet Services will continually assess the asset life of shop equipment and, when necessary, include replacement of assets as part of the Fleet Services annual Capital Improvement Program (CIP). District shop equipment currently in the District's inventory will remain in the District's inventory until such time as equipment is replaced by Fleet Services and will become part of HCUS inventory. Equipment purchased by Fleet Services will remain in HCUS inventory.

Note: Submission of a fleet services repair and replace project as part of the Fleet Services annual CIP is not a guarantee of funding. If repair and replace funding is not available, Fleet Services will notify the District in a timely manner to collaborate on other possible funding sources.

The District will provide repairs and renovations related to general maintenance and upkeep of the Maintenance Buildings at the Michael Talbott and South Service Centers. The District will fund any modifications or renovations that the District desires to have performed. Fleet Services may request to modify or renovate the buildings for its operational needs and if the District has no objection, Fleet Services will fund the requested modifications and renovations.

Parts Inventory

Parts inventory purchased by the District will be uniquely identified in the Fleet Management System and will not be charged to the District when used. Parts inventory purchased by Fleet Services will be charged to the District when used.

Services to be Provided by Fleet Services

Services to be provided by Fleet Services include, but are not limited to:

District Vehicle / Equipment Procurement

- Provide research and quotes for new vehicles and equipment based on the District's business requirements.
- Assist with receiving, inspecting, and working with Purchasing Services to tag new vehicles and equipment for placement into the asset management system.
- Acquire and install license, inspections, decals, toolboxes, and all other aftermarket items such as lights and radios.

District Vehicle / Equipment Disposal

- Remove all accessories and license plates in preparation for disposal of vehicles / equipment.

District Vehicle Lease Program

- Assist in researching and reviewing quotes for leased vehicles based on the District's business requirements, as needed.
- Work with the District and Enterprise (or other companies) to manage a vehicle lease program, including vehicle maintenance, tracking of mileage, and replacement of vehicles at end of lease.
- District will manage Harris County Master Agreement for Enterprise (or other companies).

District Vehicle Inspection, Registration & Toll Tags

- Assist with state vehicle inspections for vehicles serviced.
- Assist with license registration renewals for vehicles serviced.
- Assist with placing toll tags on vehicles serviced and leased.

Fuel

- **Fuel Purchase:**
 - Inventory and purchase all fuel used by the District. Fleet Services will charge the District for all fuel purchases. (This includes purchases at both in-house and Fuelman stations.)
 - Set up and maintain fuel cards and PINs for new and existing employees.
 - Provide fuel statements for review on a monthly basis to the District's Fleet Coordinator.
- **Fuel Station Compliance:**
 - HCUS will work in conjunction with the District and Harris County Engineering to monitor, report, and repair all District fuel stations.
 - HCUS will work in conjunction with the District and Harris County Engineering to ensure compliance with State and Federal laws regarding AST and UST fuel stations.
 - HCUS will coordinate/facilitate with the Texas Commission on Environmental Quality (TCEQ) inspections and compliance.

District Vehicle / Equipment Maintenance & Repair

- **Vehicle and Equipment Maintenance:**
 - Maintain and repair the District's passenger vehicles in accordance with manufacturers' specifications.
 - Coordinate maintenance and repair of the District's construction equipment in accordance with manufacturers' specifications.

- Provide dedicated Labor (technicians, and supervision) to maintain and repair the District's vehicles and equipment.
- Provide shuttle service to and from dealerships for vehicles in need of routine maintenance and repair.
- Provide wrecker service when needed.
- Dispose of used oil, batteries, and tires.
- Provide improvements, as needed, to the used drums and waste oil storage area(s) provided by the District to ensure those areas comply with the District's wastewater pollution prevention plans.
- **Parts Supply:**
 - Purchase/inventory parts for maintenance and repair. Parts will be ordered based on need and only if the District does not have the part in their inventory, as noted in the Fleet Management System.
 - Parts inventory purchased by the District will be used first and put on work orders at a zero charge.
 - Fleet Services is responsible for disposal of parts inventory purchased by Fleet Services.
- **Vehicle/Equipment Collision Repair:**
 - Provide wrecker service when needed to the District.
 - Facilitate appraisal by a third-party appraiser.
 - Provide appraisals and recommendations to the District for review and approval.
 - Facilitate repair of passenger vehicles.
 - Coordinate the repair of District construction equipment.
- **Equipment Repair:**
 - District passenger vehicle maintenance and repair.
 - Coordinate/facilitate District construction equipment and small tools equipment maintenance and repair.
 - Communicate status of District passenger vehicle, construction equipment, and small tools equipment repairs, including expected date of return-to-service.
 - Coordinate with the District's Fleet Coordinator for approval on individual repair costs above \$2,000.

Note: Small tools includes, but is not limited to, items such as chain saws, pole saws, and weed eaters. Construction equipment includes, but is not limited to, items such as boats, excavators, dozers, trash trucks, and trailers.

- **Reporting & Other Duties:**
 - Provide reports on maintenance and fuel usage as requested.
 - Provide installation services for vehicle trackers in the District's vehicles, including providing vendor recommendations.

Note: Purchasing of trackers and any ongoing charges are the responsibility of the District. Monitoring of vehicle usage is also the responsibility of the District.

Services to be Provided by the District

Services to be provided by the District include but are not limited to:

District Vehicle / Equipment Maintenance & Repair

- Approve repair charges >\$2K (e.g. engine or transmission replacement).
- With input from Fleet Services, determine if vehicle/equipment is at end of life and therefore repair would not be prudent.

District Vehicle / Equipment Procurement

- Maintain Vehicle Control Numbers (VCN) and the information associated with each VCN.
- Perform vehicle and equipment inventory.

- Determine life cycle replacement of vehicles and equipment with input from HCUS.
- Collaborate with HCUS on new vehicle/equipment quotes to ensure the vehicle/equipment fits the intended application.
- Enter Purchase Order (PO) requests and purchase vehicles / equipment. Equipment will be owned by the District.
- Inspect and replace fire extinguishers and first aid kits within each vehicle.

District Vehicle / Equipment Disposal

- Coordinate disposal of assets through County auction services (Purchasing Services).

Note: The District will be the recipient of any funds generated from sale of the District's assets at auction.

District Vehicle Lease Program

- Assist in research and reviewing quotes for lease vehicles based on the District's business requirements, as needed.
- Work with HCUS and Enterprise (or other companies) to manage vehicle lease program, including vehicle maintenance, tracking of mileage, and replacement of vehicles at end of lease.
- The District will administer the Lease Contract (District Service Agreement under Harris County Master Agreement) for Enterprise (or other companies).

District Vehicle Inspection, Registration & Toll Tags

- Facilitate state vehicle inspections for vehicles serviced.
- Facilitate license registration renewals for vehicles serviced.
- Facilitate placing toll tags on vehicles serviced and leased.

Note: The District is responsible for monitoring and paying toll road charges.

Fuel / District Vehicle Usage

- Assign vehicles to District employees.
- Continue to run reports of vehicle usage through current GPS provider.
- Ensure fuel charges are appropriate and any fraudulent fuel charges detected and addressed.

Note: HCUS will provide and monitor reports to assist the District in fraud prevention.

Parts Supply:

- Purchase/inventory parts for maintenance and repair.
- The District is responsible for maintaining the inventory of parts purchased by the District for use by Fleet Services. This includes ensuring said parts are stored properly and safely at the service centers and the storage area is clean and well-maintained.

Note: *The District assumes full responsibility for the parts purchased by the District. The District will be responsible for deficient parts causing equipment failure and assumes responsibility for managing manufacturer recall of said parts.*

- The District agrees that in order for District-purchased parts to be used by Fleet Services, the parts must be on-site and entered into the Fleet Management System.

Note: *Having the District-purchased parts in the Fleet Management System allows Fleet Services to see parts on hand so that they can plan their own parts purchases accordingly. Additionally, this will allow Fleet Services to add the District-purchased parts to workorders to provide a more accurate work history of the vehicle. Finally, the Fleet Management System can assist the District in receiving notifications about part recalls and general inventory management.*

- The District is responsible for working with Purchasing to dispose of any dead inventory or unusable parts purchased by the District.

Rental Equipment

- Determine the vendor(s) used to provide this service in accordance with District policies and procedures.
- Enter PO requests and coordinate equipment rental as needed.
- Coordinate rental equipment moves from job to job.
- Coordinate rental equipment repair.

Additional Items to Remain with the District

- **Equipment & Safety/Contractor Supplies:**
 - Order, inventory, and distribute safety and construction supplies.
 - Manage uniforms for District employees.
 - Inventory and charges for any specialized equipment such as radios/tablets.
- **Toll Charges:**
 - Monitor and pay toll road charges.
- **Building Maintenance & Repairs:**
 - Upkeep of the Michael Talbott and South Service Centers.
- **Other Non-Equipment / Non-Vehicle Tasks**
 - As needed.

The cost to provide these personnel is included in the payment of Funds. Should the District's needs exceed the projections, additional personnel may be necessary, or the work may slow down. The County will submit a written request to the District for approval before hiring any additional personnel.

Exhibit E

Legal Services Scope of Work

The District will fund three-and-a-half positions providing legal assistance through the Harris County Attorney's Office ("HCAO". This includes the cost of two full-time attorneys located at District offices and devoted to District work full-time, one full-time attorney embedded in the HCAO real estate division and one half-time attorney embedded in the HCAO litigation division, and additional attorneys, as needed.

GENERAL COUNSEL SERVICES.

The two HCAO attorneys dedicated to general counsel matters shall maintain their primary office at HCFCD's office and shall provide HCFCD with all legal services ordinarily and customarily performed by attorneys serving as "General Counsel" to private or public corporations, other business entities, and governmental entities. These services include providing legal advice and counsel to HCFCD on all activities in which HCFCD is authorized to engage under Local, State, and/or Federal laws and regulations. Services and activities to be provided by the General Counsel include, but are not limited to:

- Providing legal advice and counsel to the Executive Director and, as needed, other employees and representatives of HCFCD.
- Attending staff meetings, if requested.
- Attending hearings, trials, depositions, mediations, arbitrations, and courtroom or other proceedings involving, or of concern to, HCFCD, but not in the capacity of the attorney-in-charge of defending or prosecuting a proceeding in a court of law, local, state, or federal.
- Preparing and negotiating contracts and agreements.
- Preparing oral and/or written reports and legal opinions.
- Analyzing and/or preparing legislation and legislative materials and testifying in legislative proceedings.
- Ensuring compliance with Local, State, and Federal rules and regulations.
- Responding to public information requests.
- Managing outside counsel.
- Attending Continuing Legal Education and training related to issues that affect HCFCD.
- Performing other legal services as needed or as may be necessary.

The County Attorney may assign other attorneys and supporting staff to provide or help the General Counsel provide the services referenced above. General Counsel Services do not include any of the legal services described as Litigation Services below.

2. LITIGATION SERVICES

HCAO will provide HCFCD one full time real estate attorney and one litigation attorney half-time to represent HCFCD in affirmative and defensive litigation to be filed or filed in any local, state, or federal court and in any administrative proceeding (excluding those now handled “in-house” by HCFCD) ordinarily handled by an attorney. The representation will include litigation in which HCFCD and/or any of its subsidiaries or wholly owned entities are or will be a party. (All references to HCFCD below will be understood to include such representation.) Subject to the Texas Rules of Professional Conduct (especially those governing conflicts of interest), each Assistant County Attorney (ACA) may also represent the County and other governmental entities in other litigation and in the same litigation. Each ACA will maintain his or her office at a location and during hours established by the County Attorney. Services and activities to be provided by the Litigation Counsel include, but are not limited to:

- Meeting with, interviewing, and evaluating witnesses either before or after suit is filed.
- Preparing and filing appropriate pleadings, motions, responses, replies, and jury charges to pursue and defend against claims, causes of action, and civil actions made by and against HCFCD.
- The selection of expert witnesses.
- Preparing and responding to discovery requests such as Requests for Disclosure, Interrogatories, Requests for Admissions, Requests for Production, Subpoena Duces Tecum, Deposition Notices, etc.
- Preparing for, attending, and representing HCFCD as its attorney-of-record or equivalent in all pre-trial hearings and conferences, all other motions (including but not limited to motions to quash, motions in limine, motions to compel), trials, depositions, mediations, arbitrations, and all other courtroom proceedings involving HCFCD.
- If litigation is pending, represent HCFCD in settlement negotiations.
- Legal research appropriate to counsel HCFCD on its probability of success or loss in connection with litigation pending or to be filed (affirmative litigation).
- Briefing courts and hearing officials on the facts and law.
- Filing notices of appeal, requesting and filing the Clerk’s Record and Reporter’s Record, preparing and filing briefs, making arguments, filing a petition for review, and otherwise representing HCFCD before courts and tribunals, state and federal, with appellate jurisdiction.

Notwithstanding the foregoing, the County’s obligation to represent HCFCD in affirmative litigation is subject to the proposed litigation meeting the following criteria:

- HCFCD must have both a reasonable basis for filing suit and a reasonable chance of prevailing.
- Filing of suit must not violate the Lawyer’s Creed, any of the Texas Disciplinary Rules of Professional Conduct, or the Texas Rules of Civil Procedure.

- If the suit seeks recovery of monetary damages, it reasonably appears that HCFCD is likely to obtain judgment in its favor and collect a reasonable part of that judgment.
- HCFCD must have made a good faith effort to resolve the dispute outside the courthouse, which effort may require making a good faith effort to resolve the dispute by mediation.

The compliance of HCFCD's proposed affirmative litigation with the foregoing criteria will be determined by the County Attorney using his or her reasonable discretion. These same criteria may be used by the County Attorney in determining whether to represent HCFCD in the appeal of an adverse judgment.

3. CONSIDERATION FOR SERVICES

The cost to provide these personnel is included in the payment of Funds. Should the District's needs exceed the projections, additional personnel may be necessary, or the work may slow down. The County will submit a written request to the District for approval before hiring any additional personnel.

Included in that amount are the actual and reasonable litigation expenses incurred on litigation on behalf of HCFCD, and HCFCD agrees to reimburse the County for all litigation expenses that are not paid directly by HCFCD. The following categories are examples of litigation expenses: expert fees, mediation fees, costs to serve defendants with process/citation, attorney ad litem fees for defendants served by publication (if not otherwise paid for through this Agreement to other county departments), court costs, deposition costs, and postage. Any single expense in excess of \$1,000 must be approved by the designee of HCFCD. HCFCD agrees to allocate a reasonable amount annually for litigation expenses.

The County and HCFCD agree and acknowledge that the contractual payments contemplated by this Agreement are reasonable and fairly and adequately compensate the County in general and the County Attorney in particular for the services to be performed under this Agreement.

Any other payment provisions notwithstanding, the obligations in the Agreement are contingent upon sufficient funds being allocated and available by HCFCD to pay the County and on the County Attorney having in his/her discretion (or the County's) creating a sufficient number of funded positions to meet the obligations in this Agreement.

Exhibit F
Wage Rate Compliance Scope of Work

I.

District projects will be provided with the services of a wage rate compliance officer from the Harris County Department of Economic Equity and Opportunity (DEEO). The compliance officer's responsibilities include the following:

- A. Attendance at pre-bid meetings to discuss wage rate compliance and requirements for reporting.
- B. Attendance at pre-construction meetings to discuss wage rate compliance and requirements for reporting.
- C. Review and approve weekly certified payroll records submitted by contractors and subcontractors.
- D. Monitor construction projects on periodic visits with notice given to Department of Economic Equity and Opportunity (DEEO) inspector on-site.
- E. Receive claims of non-compliance from the field and make appropriate responses as required or permitted under Chapter 2258 of the Texas Government Code.
- F. Finalize payment as it pertains to unresolved disputes and claims.

The District agrees to notify the DEEO of dates, times and locations of pre-bid and pre-construction meetings. Also, the District must notify the County prior to final payment to verify that all disputes and claims have been resolved.

II.

The County shall not be obligated to perform any services hereunder that would cost the division more than the amount of the funds provided to the County under this Agreement.

III.

The County shall furnish all equipment, materials and tools necessary for the performance of its obligations at no additional charge to District funds.

IV.

The cost to provide these personnel is included in the payment of Funds. Should the District's needs exceed the projections, additional personnel may be necessary, or the work may slow down. The County will submit a written request to the District for approval before hiring any additional personnel.

Exhibit G**Fire Marshal's Office (FMO) Scope of Work**

- A) The FMO will maintain a contract with the City of Houston to allow FMO to inspect District buildings within the City limits.
- B) Each year, inspect as required by state and local requirements, and as needed, all District buildings located in the unincorporated area of Harris County and those located within the City of Houston, which includes: the Brookhollow campus at 9900 Northwest Freeway; the Michael Talbott Service Center (Administration Building, Pavilion Building, Distribution Building, Maintenance Building, Garage Building, Storage Buildings, and Fuel Island) at 7522 Prairie Oak Drive, and the Harris County Flood Control District's South Service Center (Administration Building, Maintenance Shop, and Fuel Island) at 5301 Alameda Genoa.
- C) As required, conduct a minimum of one fire and life safety inspection annually, and inspection based on a complaint.
- D) Use Texas Commission on Fire Protection (TCFP)-certified inspectors to perform the inspections.
- E) Inspect in accordance with the most stringent Fire Code, either City of Houston Fire Ordinances or the Harris County Fire Code as determined by FMO for the facilities within the City of Houston.
- F) Prepare and submit a copy of each inspection report for each HCFCD building to the HCFCD Health and Safety Coordinator ("H&S Coordinator") upon the completion of an inspection.
- G) Coordinate site inspections at District buildings with the H&S Coordinator.
- H) Work with the District to resolve any issues or conflicts that may arise from the FMO inspection of District buildings.
- I) Collaborate, when requested, on any joint press conferences or reports when necessary.
- J) Coordinate with the City of Houston Fire Department Emergency Response Command and HCFCD H&S Coordinator for all pre-fire planning, including assistance with preparing evacuation plans, scheduling and conducting of fire drills, and determining compliance with building capacity limits; and to assist HCFCD to provide the same level of service at all District buildings; and
- K) Ensure all District buildings continue the fire warden requirements and the appointed fire wardens receive all necessary training; and
- L) Notify City of Houston Fire Department Office of Emergency Communications and HCFCD H&S Coordinator upon discovery of an impaired or inoperable fire alarm or sprinkler system.

FMO will assume all responsibility and liability for the timely inspection of District buildings and for informing the District about the safety of each building in accordance with Tex. Gov't Code Ann. § 79I.006(a-l). Each Party shall retain control and responsibility for its employees.

The cost to provide these personnel is included in the payment of Funds. Should the District's needs exceed the projections, additional personnel may be necessary, or the work may slow down. The County will submit a written request to the District for approval before hiring any additional personnel.

Exhibit H**Harris County Community Services Department (HCCSD) Scope of Work**

At the direction of the U.S. Department of Housing and Urban Development (HUD), the Texas General Land Office (GLO)' has allocated Community Development Block Grant Disaster Recovery funding (CDBG-DR) to Administrator, to be managed by HCCSD on behalf of the Administrator, to assist in restoration and recovery efforts for certain natural disasters occurring in Harris County, Texas in 2015, 2016, and 2017.

The District has identified 72 repetitive flood areas in Harris County; 13 of which (the "Target 1 Areas") the Administrator have been identified as low- to moderate-income areas where a number of residents have volunteered to be bought out and may qualify for CDBG-DR funds.

Both HCCSD and the District wish to work together, once properties have been acquired, to render the condition of those properties to a state of open space to best protect and preserve the Properties' natural floodplain values while abiding by and complying with all applicable governing rules and regulations currently in place and that may be in place in the future.

HCCSD will identify properties within the Target 1 Areas that satisfy all applicable requirements for participation in the Residential or Commercial Buyout Programs ("Buyout Properties"). HCCSD will take all steps necessary to comply with CDBG-DR and GLO requirements to acquire the Buyout Properties. Additional properties outside of the Target 1 Areas may be considered on a case-by-case basis.

At closing, title to the Buyout Properties will be given to the District. The District agrees to maintain the Buyout Properties as open space in accordance with any current or future federal, state, or local laws including, but not limited to CDBQ-DR requirements.

The cost to provide these personnel is included in the payment of Funds. Should the District's needs exceed the projections, additional personnel may be necessary, or the work may slow down. The County will submit a written request to the District for approval before hiring any additional personnel.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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 _____, with the following members present, to-wit:

| | |
|---------------------|------------------------------|
| Lina Hidalgo | County Judge |
| Rodney Ellis | Commissioner, Precinct No. 1 |
| Adrian Garcia | Commissioner, Precinct No. 2 |
| Tom S. Ramsey, P.E. | Commissioner, Precinct No. 3 |
| R. Jack Cagle | Commissioner, Precinct No. 4 |

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
 BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT
 AND HARRIS COUNTY, TEXAS**

Commissioner _____ introduced an order and made a motion that the same be adopted. 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 |
|--------------|---------------------------|--------------------------|--------------------------|--------------------------|
| AYES: | Judge Lina Hidalgo | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| NAYS: | Comm. Rodney Ellis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ABSTENTIONS: | 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 thus adopted follows:

WHEREAS, the District engages the County for various services through separate agreements, including Property Acquisition (Agreement No. 2022-138), Security (Item No. 11.a.2 Commissioners Court December 18, 2018), Law Enforcement (Item No. 10.c.1 Commissioners Court February 27, 2018), Fleet and Information Technology (IT) (Agreement No. 2022-148), Legal (Cost Allocation), Wage Rate Compliance (Item No. 122 Commissioners Court June 28, 2022), Fire Marshal's Office (Item 140, Commissioners Court August 10, 2021), and Community Services Department (Item II.3, Commissioners Court September 10, 2019) and now desires to terminate the agreements and enter into one combined Agreement that encompasses and covers the payment for all services ("Services" or "Service") the County provides the District; and

WHEREAS, the Scope of Work for each service the County provides to the District are attached to this Agreement as follows: Property Acquisition, Exhibit A; Law Enforcement and Security, Exhibit B; IT, Exhibit C; Fleet, Exhibit D; Legal, Exhibit E; Wage Rate Compliance, Exhibit F; Fire Marshal's Office, Exhibit G; and Community Services Department ("CSD"), Exhibit H; and

WHEREAS, the District will pay the County \$5,930,051.97 for all services; which includes Property Acquisition (\$593,830.39), Law Enforcement and Security (\$424,951.00), IT (\$3,535,867.58), Fleet (\$629,725.00); Legal (\$700,000.00); and Wage Rate Compliance (\$45,678.00) for the period covering the Fiscal Year, which runs from October 1, 2022, to September 30, 2023 ("FY 2023"); no payment is owed for Fire Marshal and CSD services; and

WHEREAS, this Agreement will be amended each year for the fiscal year starting on October 1 based on projected costs thereafter.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District and Harris County, Texas, an Agreement by and between the Harris County Flood Control District and Harris County, Texas, for the County to provide the District the following services: Property Acquisition, Law Enforcement and Security, IT, Fleet, Legal, Wage Rate Compliance, Fire Marshal's Office, and Harris County Community Services Department, for \$5,930,051.97 for Fiscal Year 2023, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.