

April 17, 2024

### SUPPLEMENTAL ITEM

Commissioners Court Harris County, Texas

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

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the Addendum to the Agreement for the following:

| Description:          | Subscription and Support Services for New Relic Software as a Services (SaaS)<br>Products for the Harris County Toll Road Authority |
|-----------------------|---|
| Quote(s)<br>Received: | Three (3) (see attached)  |
| Vendor(s):            | Solutions Simplified  |
| Term:                 | April 23, 2024 - March 29, 2025 with four (4) one-year renewal options  |
| Amount:               | \$380,520   |
| <b>Reviewed By:</b>   | Harris County Purchasing      • Toll Road Authority   |

Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

Deplisher Dopen

DeWight Dopslauf Purchasing Agent

TM Attachment(s) cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 23, 2024

|             |  | Solutions Simplified <sup>1</sup><br>(DIR-TSO-4288) |                    | Freeit Data Solutions<br>(DIR-TSO-4288) |            | SHI Government Solutions<br>(DIR-TSO-4288) |            |              |            |              |
|-------------|--|---|--------------------|---|------------|--|------------|--------------|------------|--------------|
| Item<br>No. | Description  | Part No.  | Unit of<br>Measure | Estimated<br>Quantity                   | Unit Price | Total Price                                | Unit Price | Total Price  | Unit Price | Total Price  |
| 1           | New Relic One - Enterprise Users. One<br>Year Subscription. Priced Monthly<br>Provisioned Users. New, Relic Inc.   | NR-NR1-<br>ENTUSERS-<br>12MOS                       | EA                 | 24                                      | \$6,355.00 | \$152,520.00                               | \$6,268.94 | \$150,454.56 | \$6,390.36 | \$153,368.64 |
| 2           | New Relic One - Data. One Year<br>Subscription. Priced per GB per month  | NR-NR1-<br>DATA-12MOS                               | EA                 | 600000                                  | \$0.38     | \$228,000.00                               | \$0.39     | \$234,000.00 | \$0.39     | \$234,000.00 |
|             | Grand Total         \$380,520.00         \$384,454.56         \$387,368.64           Award Recommendation Low Quote <sup>1</sup> \$387,368.64             \$387,368.64               \$387,368.64             \$387,368.64             \$387,368.64             \$387,368.64               \$387,368.64                \$387,368.64             \$387,368.64                \$387,368.64                  \$387,368.64 |   |                    |   |            |  |            |              |            |              |

### ADDENDUM TO THE AGREEMENT BETWEEN HARRIS COUNTY AND SOLUTIONS SIMPLIFIED

### THE STATE OF TEXAS §

### COUNTY OF HARRIS §

This Addendum to the above-referenced agreement is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Toll Road Authority ("Department"), and Solutions Simplified ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

### Recitals

The Parties desire to consummate the purchase of NewRelic One – Enterprise Users subscription services to monitor, troubleshoot and boost performance to ensure an error free experience within data networks as set forth in the quote document ("Quote"), which is attached hereto as Exhibit A, utilizing the cooperative agreement with Carahsoft Technology Corporation DIR-TSO-4288.

### Terms

### I.

Contractor agrees to provide the Services as a reseller, in accordance with the terms set forth in the cooperative agreement with Carahsoft Technology Corporation DIR-TSO-4288, attached hereto as Exhibit B. Exhibits A and B are collectively referred to as the "Agreement." In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of any other part or portion of the Agreement, this Addendum shall control.

### II.

### TERM

The Term of the Agreement shall commence upon approval by Commissioners Court and remain in full force and effect until March 29, 2025 ("Initial Term"), unless earlier terminated in accordance with the terms of the Agreement. The Agreement may be renewed for four (4) additional 12-month terms (a "Renewal Term") upon mutual agreement.

### III.

### CONTRACTOR'S COMPENSATION

- A) Subject to the Limitation of Appropriation, the County agrees to pay Contractor in accordance with the rates set forth in Exhibit A. This compensation incorporates all charges such as labor, equipment, material, delivery and any other costs incurred.
- B) Rates for Renewal Terms are as set forth in Exhibit A.

### IV.

### TERMS OF PAYMENT

- A) Contractor shall submit to the Harris County Auditor an invoice for services rendered to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002 and VENDORINVOICES@AUD.HCTX.NET. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.
- B) The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the Services, the department for which the Contractor provided Services, and the total amount billed for the Services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the Department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.

### V.

### LIMIT OF APPROPRIATION

- A) Contractor understands and agrees, said understanding and agreement being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Three Hundred Eighty Five Hundred and Twenty Dollars (\$380,520.00), as certified available by the County Auditor and evidenced through the issuance of a Purchase Order from the Harris County Purchasing Agent.
- B) Contractor understands and agrees, said understanding and agreement being of the

absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order, unless mutually agreed upon in writing signed by both Parties. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of the Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement.

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

VI.

### TAXES

County is a governmental entity under TEX. TAX CODE ANN. § 151.309, as amended and claims exemption from sales and use taxes. County agrees to provide exemption certificates to Contractor upon request.

County is neither liable for any personal property taxes, charges, or fees assessed against Contractor. Any language in the Agreement in conflict with this section is hereby deleted.

### VII.

### NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Vendor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

| To Contractor: | Solutions Simplified           |
|----------------|--------------------------------|
|                | 3626 Fair Oaks Blvd. Suite 100 |
|                | Sacramento, CA 95864           |
|                | Attn: Mark Lyon                |

| To County: | Harris County Toll Road Authority      |
|------------|--|
|            | 13105 NW Freeway                       |
|            | Houston, Texas 77040 Attn: Mark Pierce |
|            |  |
| Сору То:   | Harris County Purchasing Agent         |
|            | 1111 Fannin, 12 <sup>th</sup> Floor.   |
|            | Houston, Texas 77002                   |
|            | Attn: Taliyah Maynus                   |

Either Party may designate a different address by giving the other Party ten (10) days written notice.

### VIII.

### APPLICABLE LAW AND VENUE

- A) The Agreement is subject to applicable state and federal laws, orders, rules, and regulations relating to the Agreement.
- B) The Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

IX.

### NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating or limiting any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create or limit any personal liability on the part of any officer, director, employee, or agent of County.
- B) The Parties agree that no provision of the Agreement extends County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of the Agreement nor any other conduct of either Party relating to the Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

D) County does not agree to binding arbitration, nor does County waive its right to a jury trial.

### Х.

### TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that the Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended (the "Act"). Contractor agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Contractor expressly understands and agrees that County shall release any and all information necessary to comply with Texas law with notice to Contractor.
- B) It is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General.
- C) In the event County receives a written request for information pursuant to the Act that affects Contractor 's rights, title to, or interest in any information or data or a part thereof, furnished to County by Contractor under the Agreement, then County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. County affirmatively consents to the disclosure of its email addresses that are provided to County, including any agency or department of County. This consent is intended to comply with the requirements of the Act and shall survive termination of the Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to the Agreement or otherwise.

### XI.

### EXECUTION

Multiple Counterparts: This Addendum may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each

Party warrants that the undersigned is a duly authorized representative with the power to execute this Addendum.

[SIGNATURE PAGE FOLLOWS]

## SOLUTIONS SIMPLIFIED

HARRIS COUNTY

By:<u>Mark Lyon</u> Name: Mark Lyon

Date: 3/27/2024

By: \_\_\_\_\_

LINA HIDALGO COUNTY JUDGE

### APPROVED AS TO FORM: CHRISTIAN D. MENEFEE COUNTY ATTORNEY

Marcy Linebarger Digitally signed by Marcy Linebarger DNc n=Narcy Linebarger, =0+CAO, ou=HCTRA, DNc n=Narcy Linebarger, =0+CAO, ou=HCTRA, Date: 2024.03.27 12:43:01 -05'00' By:

Marcy Linebarger

Senior Assistant County Attorney

C.A. File 24GEN0738

# EXHIBIT A

Quote

(follows behind)



**A Certified Women-Owned Business** 

Prepared By: Mark Lyon

Solutions Simplified 3626 Fair Oaks Blvd. Suite 100 Sacramento, CA 95864 www.solutionssimplified.net

# QUOTE

 Date:
 1/10/2024

 Quote #:
 12777

 Valid Until:
 4/20/2024

 FEIN:
 47-5088841

 Seller's Permit:
 102-806808

 DUNS:
 80004788

 CAGE:
 7GNN0

Phone: 916-616-0939 Fax: 916-244-0351 Email: mark.lyon@solutionssimplified.net CUSTOMER Mark Pierce

Harris County Toll Road Authority 330 Meadowfern Drive Houston, TX 77067 mark.pierce@hctra.org (713) 587-7954 Delivery: Electronic FOB: Destination, Freight PPD Payment Terms: Net 45 Cooperative #: DIR-TSO-4288

| M # PART #              | DESCRIPTION                                  | QTY    | UNIT PRICE   | EXT PRICE    | TAXED |
|-------------------------|--|--------|--------------|--------------|-------|
|                         | New Relic One - Enterprise Users. One Year   |        |              |              |       |
|                         | Subscription.                                |        |              |              |       |
|                         | Priced per Monthly Provisioned Users.        |        |              |              |       |
| NR-NR1-                 | New Relic, Inc NR-NR1-ENTUSERS-12MOS         |        |              |              |       |
| ENTUSERS-               | Start Date: 03/29/2024                       |        |              |              |       |
| 1 12MOS-2               | End Date: 03/28/2025                         | 24     | \$6,355.00   | \$152,520.00 | N     |
|                         | New Relic One - Data. One Year Subscription. |        |              |              |       |
|                         | Priced per                                   |        |              |              |       |
|                         | GB Ingested per month.                       |        |              |              |       |
|                         | 50000 x 12 months                            |        |              |              |       |
|                         | New Relic, Inc NR-NR1-DATA-12MOS             |        |              |              |       |
|                         | Start Date: 03/29/2024                       |        |              |              |       |
| 2 NR-NR1-DATA-12        | End Date: 03/28/2025                         | 600000 | \$0.38       | \$228,000.00 | N     |
|                         |  |        |              | 4000 000 00  |       |
|                         |  |        |              | \$380,520.00 |       |
| )TES:                   |  |        | Tax Rate     | 8.75%        |       |
| •                       | 0 days from original quote date              |        | Тах          | \$0.00       |       |
| ess otherwise specified |  | Total  | \$380,520.00 |              |       |
| Ve accept Purchase Or   | der, Visa, Mastercard, & AMEX.               |        |              |              |       |

3. Orders placed on a credit card are subject to a 3% fee.

4. Our product return window is 30 days from receipt of order.

Please contact us if you have any questions or need further information.

THANK YOU FOR YOUR BUSINESS!

All amounts payable are non-cancelable payment obligations regardless of usage. Any payments made are non-refundable.

The Customer's access to Products provisioned by New Relic are to be provided to Customer in accordance with the New Relic Terms of Service located at

https://newrelic.com/termsandconditions/terms, or for U.S. Federal Government Customers access to the Products is provided in accordance with the Federal Terms of Service.

The Products must also only be used in accordance with, and subject to any technical Product limitations (e.g. rate limits) in, the Documentation.

The current list of FedRAMP authorized Products offered by New Relic are set forth within the Documentation (https://docs.newrelic.com/docs/security/new-relicsecurity/

compliance/regulatory-audits-new-relic-services). If a Customer elects to access and use New Relic Products that are not yet FedRAMP authorized, it acknowledges

by its use that an authorized official of the agency or organization indicated its agreement to assume any risk associated with the security controls of such not yet authorized

Products.

Definitions:

https://docs.newrelic.com/docs/licenses/license-information/product-definitions/legacy-product-definitions https://docs.newrelic.com/docs/licenses/license-information/product-definitions/new-relic-one-pricing-definitions

Savings Plan - Committed Pricing

The New Relic Savings Plan is a good option for customers who view observability as a strategic practice and want to expand and scale while de-risking

the potential for unused spend commitments and exceeded budgets. By signing up for the New Relic Savings Plan, you as the Customer are making a

minimum spend commitment identified in the Order as the Commitment Fee in exchange for discounted rates set forth below as well as the following

flexibility (as further described in the Usage Plan):

• Any portion of the Commitment Fee that you leave unconsumed at the end of the Commitment Term will be automatically rolled forward

for you to be able to use for a period of up to 12 months if you purchase a new annual commitment fee equal to or greater than eighty

percent (80%) of the average annual Commitment Fee in an immediately succeeding order starting on the Renewal Date.

• You may request to top up your Commitment Fee at any point during the Commitment Term. Your Commitment Term ends on the date in

your Order Form, or sooner if you fully consume your Commitment Fee before then.

• Any of your additional usage beyond the Commitment Term will be under the Pay-As-You-Go Buying Program, which provides you the

flexibility to continue to use New Relic without a new contract commitment.

Product Tiers Per Unit Unit of Measure Committed

# EXHIBIT B

Carahsoft Technology Corporation DIR-TSO-4288

(follows behind)

Vendor Contract No.

### STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES

### CONTRACT FOR PRODUCTS AND RELATED SERVICES

### Carahsoft Technology Corporation

### 1. Introduction

### A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Carahsoft Technology Corporation (hereinafter "Vendor"), with its principal place of business at 1860 Michael Faraday Drive, Suite 100, Reston, Virginia 20190.

### B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-416, on 2/26/2018, for Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-416 shall be posted by DIR on the Electronic State Business Daily.

### C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-416, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-416, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

### 2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with two (2) optional two-year renewals. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

Vendor Contract No. \_\_\_\_\_

### 3. Product and Service Offerings

### A. Products

Products available under this Contract are limited to Software Products, Software as a Service, and Enterprise Resources Planning Software Modules Products and Related Service as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

### B. Services

Services available under this Contract are limited to Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

### C. Emerging Technologies and Future Acquisitions

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for products and services that are within the scope the solicitation described in Section 1.B above. Vendor may propose such products and services throughout the term of the contract. Pricing and terms will be negotiated upon DIR acceptance. Any determination will be at DIR's sole discretion and any decision will be final. In addition, Texas DIR and Vendor may mutually agree to add future acquisitions of Vendor to the contract. Subsequent terms of the acquisition(s) and pricing will be mutually agreed upon in writing and amended under the contract.

### 4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

### 5. DIR Administrative Fee

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract three quarters percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

### 6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

Vendor Contract No.

<u>If sent to the State</u>: Kelly A Parker, CTPM, CTCM Director, Cooperative Contracts Department of Information Resources 300 W. 15<sup>th</sup> St., Suite 1300 Austin, Texas 78701 Phone: (512) 475-1647 Facsimile: (512) 475-4759 Email: <u>kelly.parker@dir.texas.gov</u>

<u>If sent to the Vendor</u>: Kai Hollenhorst Carahsoft Technology Corporation 1860 Michael Faraday Drive, Suite 100 Reston, VA 20190 Phone: (703) 230-7536 Facsimile: (703) 871-8505 Email: <u>kai.hollenhorst@carahsoft.com</u>

### 7. Software License Agreements

### A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

### B. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on

#### Vendor Contract No.

or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

# 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

Vendor Contract No. \_\_\_\_\_

This Contract is executed to be effective as of the date of last signature.

Carahsoft Technology Corporation

Authorized By: Signature on File

Name: <u>Kai Hollenhorst</u>

Title: Contract Specialist

Date: 2/12/19

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 2/21/19

Office of General Counsel: mh 2/21/19

### **ORDER OF COMMISSIONERS COURT**

Authorizing execution of an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_\_ day of

\_\_\_\_\_, 2024 with all members present except \_\_\_\_\_\_.

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

# ORDER AUTHORIZING EXECUTION OF THE AGREEMENT BETWEEN HARRIS COUNTY AND SOLUTIONS SIMPLIFIED.

Commissioner \_\_\_\_\_ introduced an order and moved that

seconded

Commissioners Court adopt the order. Commissioner

the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| Vote of the Court  | Yes | <u>No</u> | <u>Abstain</u> |
|--------------------|-----|-----------|----------------|
| Judge Hidalgo      |     |           |                |
| Comm. Ellis        |     |           |                |
| Comm. Garcia       |     |           |                |
| Comm. Ramsey, P.E. |     |           |                |
| Comm. Briones      |     |           |                |

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

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, an agreement with Solutions Simplified. consummate the purchase of NewRelic One – Enterprise Users subscription services to monitor, troubleshoot and boost performance to ensure an error free experience within data networks, for an amount not to exceed Three Hundred Eighty, Five Hundred and Twenty Dollars (\$380,520.00). The Agreement is incorporated herein as though fully set forth word for word.

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