



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

April 19, 2021

Commissioners Court
Harris County, Texas

RE: Sole Source Exemption - Local Government Code § 262.204 (a)(7)

Members of Commissioners Court:

Please approve a sole source exemption from the competitive bid requirements and the attached Order authorizing the County Judge to execute the attached Agreement for the following:

Description: Equipment, Repair Parts, Service and Warranty for Onsite Water Quality Monitoring Systems Manufactured by RMSYS, Inc.

Vendor(s): RMSYS, Inc.

Term: April 27, 2021 - April 26, 2022 with four (4) one-year renewal options

Amount: \$73,828

Reviewed By: • Harris County Purchasing • Office of the County Engineer

The Office of the Harris County Purchasing Agent has confirmed the sole source exemption. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

MM
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 27, 2021



ONSITE WATER QUALITY MONITORING AGREEMENT BETWEEN HARRIS COUNTY AND RMSYS, INC.

This Onsite Water Quality Monitoring Agreement ("Agreement"), entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas ("County"), acting by and through the Harris County Engineering Department ("Department" or "HCED"), and RMSYS, Inc., a Texas for profit corporation ("Contractor"). The County and Contractor may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

Harris County desires onsite water quality monitoring used by the Harris County Engineering Department (HCED).

Contractor represents and acknowledges that Contractor is fully-qualified and capable of providing the onsite water quality monitoring services called for in this Agreement, and Contractor is willing to provide the onsite water quality monitoring services.

Contractor is a sole source vendor and is listed on the current sole source matrix approved by the Harris County Commissioners Court.

1) GENERAL SCOPE OF SERVICES

- A) Contractor agrees to provide all labor, equipment, materials, software, training, support, deliverables, and incidentals necessary to provide onsite water quality monitoring services ("Services") as detailed in Section 2 of this Agreement. Harris County Purchasing determined this is a sole source acquisition and exempt from competitive procurement in accordance with Tex. Loc. Gov't Code § 262.024(7).
- B) Contractor warrants and represents that it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- C) Contractor shall provide training and technical support to ensure successful implementation and utilization of the Services.
- D) Contractor shall have exclusive control and the exclusive right to control the details of its work and Services performed hereunder and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, directors, subcontractors, agents, and employees.
- E) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with their recognized meanings.
- F) Contractor's designated representative shall be authorized to act on the Contractor's behalf with respect to the performance of Services.

2) CONTRACTOR'S BASIC SERVICES

- A) Monitoring Equipment Qualifications. Contractor will sell onsite water quality monitoring equipment to property owners residing in Harris County, Texas. The

monitoring equipment shall consist of an autodialer that meets the following minimum criteria:

- 1) The autodialer will be capable of interfacing with a wide variety of industry control panels, typically using 120 VAC or 12VDC power source;
- 2) The autodialer must have a minimum of two monitoring inputs that can accept signals;
- 3) The autodialer must have indicators to identify the operational status;
- 4) The autodialer must have a manual report button to allow inspection reporting of Log-In/Log-Out of the service provider with time stamp reporting. This feature must also have user programmable time lockout to prevent tampering;
- 5) The autodialer must have redial capability to attempt multiple times to establish connection if the line is busy or there is no dial tone;
- 6) The autodialer must be constructed to meet FCC standards;
- 7) The autodialers must be encased in an appropriate enclosure;
- 8) There shall be special certifications required to install the device;
- 9) The system must identify each type of alarm signal sent. A response signal to an alarm must be identified and time stamp recorded;
- 10) The monitoring system shall have the ability to send notifications to multiple devices. All notifications are stored for reporting; and
- 11) There shall be no user programming to alter a response telephone number.

B) Data Collection. In coordination with the County, Contractor shall store compiled data and maintain the following data ("Data") at Contractor's expense:

- 1) Property address and description, type of system, property owner, and permit information;
- 2) System manufacturer, model number, and treatment capacity;
- 3) Data from multiple systems at one address;
- 4) Accurate maintenance contract status
- 5) Calendar page that will identify all systems in non-compliance; and
- 6) Quick map link to identify site location.

C) Data Format and Functionality. The Contractor shall provide the Data in a format compatible with standard commercially available software the County's software and mainframe with the following functionality:

- 1) Ability to filter and sort database information;
- 2) Ability to add specific data fields;

- 3) No special software requirements other than what is afforded by Contractor's Software. In the event modifications to Contractor's Software are required to make it compatible with the standard commonly available software used by County, such modifications will be made pursuant to the terms set forth in Section 3) CONTRACTOR'S ADDITIONAL SERVICES;
 - 4) No special computer upgrade requirements;
 - 5) All data must be backed up nightly; and
 - 6) Provide a database access point and a relationship diagram of the database structure. An acceptable equivalent is a T-SQL statement, SQL view, or Query for a relational database.
- D) Reports. Contractor shall provide reports to County, in a format defined by County and with fields designated by County ("Reports"). Although subject to change, the Contractor shall generate the following Reports:
- 1) System reports;
 - 2) Maintenance provider reports;
 - 3) Installer reports;
 - 4) Manufacturer reports;
 - 5) Date reminder reports, including information such as the accounts that expire in 60 days, 30 days, and expired;
 - 6) Non-compliance reports;
 - 7) System summary reports;
 - 8) Failure to respond to alarm reports; and
 - 9) Customizable reports pulling information from fields selected by the County.
- E) Correspondence. Contractor must verify that all correspondence is consistent with other County Engineering Department correspondence ("Correspondence"). The following Correspondence must be generated automatically:
- 1) Duplicate copies of notification letters for expiring contracts (one mailed to property owner(s) and one mailed to Harris County); and
 - 2) Triplicate copies of failure to respond letters (one mailed to property owner(s), one mailed to Harris County, and one mailed to property owner's selected maintenance company).
- F) Contractor Personnel. Contractor shall provide adequate and qualified personnel who shall perform the Services in a professional manner ("Personnel").
- G) Software Escrow Account.

County acknowledges that Contractor's Software is the confidential information of Contractor, the disclosure of which to a third party would deprive Contractor of a

valuable property right. County and Contractor further acknowledge, however, County must have access to Contractor's Software including source code and related documentation. Thus, to protect Contractor's confidential information and County's continued use of Contractor's Software, County and Contractor agree to an escrow deposit of Contractor's software as provided for in Paragraph H below.

H) Escrow Deposit.

Contractor agrees to escrow with the escrow agent identified in Paragraph I below Contractor's Software, including source code and related documentation needed by County to conduct its onsite water quality monitoring activities. Contractor agrees that when updates to Contractor's software are made, such updates will also be deposited with the escrow agent. In the event Contractor and its successors and assignees go out of business, the escrow agent shall be authorized by Contractor to provide County with Contractor's Software, including source code, and relevant documentation sufficient to ensure County's authorized use of Contractor's Software can continue. Such use shall be solely for the purposes set forth in the Agreement and County agrees to maintain the confidentiality of Contractor's Software, source code, and documentation. Contractor shall be responsible for maintaining and paying all escrow costs related to deposits with the escrow agent.

I) Escrow Agent.

The escrow agent for Contractor's Software and any updates shall be:

OK Lamp
Tulsa Connect
4500 129th E. Ave.
Tulsa, Oklahoma 74134

3) **CONTRACTOR'S ADDITIONAL SERVICES**

- A) At the County's request, Contractor agrees to provide software modification and deliverables for additional monitoring pertaining to the installation or repair of autodialers at County-owned facilities ("Additional Services").
- B) If County requests any Additional Services, Contractor shall invoice the County as follows:
 - 1) Software modification: \$185.00/hour
 - 2) Installation or repair of monitoring equipment: \$100.00/hour
 - 3) Equipment and parts: Market Cost
 - 4) Monthly monitoring for each autodialer unit at County-owned facilities: \$8.00/month
- C) It is expressly understood and agreed that Contractor shall not furnish any of the above Additional Services without the prior written authorization of HCED. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of HCED as required herein.

- D) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County has certified Ten Thousand and No/Dollars (\$10,000.00) to pay Contractor for Additional Services as described in this Section.
- E) During the Term of this Agreement, or any applicable Renewal Term thereafter, Contractor understands and agrees that the total maximum compensation that Contractor may request as compensation for authorized Additional Services provided under this Section 3 shall not exceed Ten Thousand and No/Dollars (\$10,000.00). If approved by the County, an additional \$10,000.00 can be authorized for Additional Services per contract year.
- F) The County reserves the right to deny any request for compensation if the charges exceed the amount certified as available. If the services and charges to be provided for in this Section will equal or exceed the amount-certified available, Contractor will notify the County immediately. Further, Contractor may terminate Additional Services hereunder unless the County certifies additional funds, in which event Contractor shall continue to provide the services herein specified to the extent funds are available.

4) **CONTRACTOR'S COMPENSATION**

Subject to the Limitation of Appropriation, and as consideration for performance of any and all services, the County will pay to Contractor compensation in a not-to-exceed amount of Sixty-Three Thousand Eight Hundred Twenty-Eight and No/Dollars (\$63,828.00) for the Basic Services rendered and a not-to-exceed amount of Ten Thousand and No/Dollars (\$10,000.00) for any and all Additional Services performed. Contractor shall comply with all requirements of this Agreement in order to get paid. Subject to the terms of this Agreement, the compensation provided for in this Section 4 covers and includes all the compensation, payment, and remuneration that the County is obligated to pay Contractor in connection with or growing out of Contractor's Basic or Additional Services performed under this Agreement.

5) **TERM**

- A) The initial term of this Agreement shall commence upon execution of the Agreement by the Commissioners Court and shall continue and remain in effect for twelve (12) months, unless earlier terminated in accordance with this Agreement ("Term"). The Parties may mutually agree to renew this Agreement for four (4) one (1) year renewals (each a "Renewal Term"), which are contingent upon the availability of continued funding and under the same terms and conditions.
- B) Sixty (60) days prior to the expiration of the Term or any Renewal Term, Contractor must submit a price adjustment, if any, with justification for the increase in the compensation for Basic Services. The annual maximum percentage increase for the compensation for Basic Services shall not exceed five percent (5%). If the Parties cannot agree on the unit prices for the Renewal Period, the Agreement shall terminate upon expiration of the current Term.

6) **TERMS OF PAYMENT**

- A) No later than 15th day after the end of each calendar month in which Services are performed under this Agreement, Contractor shall submit an itemized invoice to

County. All invoices must be submitted to the County, as directed by the County Auditor, by mail to the Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002.

- B) The invoices shall be itemized and shall, at a minimum, include a description of the Services provided during that month. Contractor shall warrant that all billing data submitted is complete and truthful. After receipt of an invoice, the County Auditor shall forward the invoice to the County and Department for review and approval with such modifications as may be deemed appropriate, and after review, the County and/or Department will return the invoice, with any modifications, to the County Auditor for payment. Each invoice shall be paid as approved by the County Auditor in accordance with the laws of the State of Texas. Contractor agrees it is responsible for documentation of the Services and work performed under this Agreement, including but not limited to the creation and submission of an itemized invoice. Supporting documentation as mutually agreed upon will be supplied to the County Auditor. The County reserves the right to withhold payment of any questionable charges and allow Contractor to submit any necessary supporting documentation for the submitted invoice in question. Any decision of payment by the County Auditor is final and not subject to appeal in any administrative or judicial forum.
- C) After receipt of an invoice, the County Auditor will forward it to the County, which shall review each invoice and approve it with such modifications as may be deemed appropriate and return the invoice with any modifications to the County Auditor for payment. Subject at all times to the Limit of Appropriations and the County's right to withhold payment of any questionable charges, the County shall pay each such undisputed invoice, as approved by the County Auditor, in accordance with Texas law.
- D) Contractor understands and agrees that any and all payments made under this Agreement are subject to audit by the County both before and after payment. Should the County Auditor determine that any payment has been made to Contractor in excess or in error for any reason whatsoever, then the County may recoup the amount made in excess or in error by withholding that amount from subsequent payments or, at the option of the County Auditor, by requesting reimbursement in writing from Contractor but allowing Contractor to submit any necessary supporting documentation for the submitted invoice/charges in question. Contractor agrees to reimburse the County within thirty (30) days of receipt of a written request for reimbursement from the County Auditor. Any decision of the County Auditor is final and not subject to appeal in any administrative or judicial forum.
- E) All payments made by the County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

7) **LIMITATION OF APPROPRIATION**

- A) Contractor understands and agrees, said understanding and agreement also 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 to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of **Seventy-Three Thousand Eight Hundred Twenty-Eight and No/Dollars (\$73,828.00)**, as certified as available by the Harris County Auditor

as evidence by the issuance of a Purchase Order from the Harris County Purchasing Agent. When all the funds so certified are expended, the Contractor's sole and exclusive remedy shall be to terminate the Agreement.

- B) In order to be eligible for payment, the Contractor agrees to comply with all of the applicable terms and requirements of this Agreement. The Contractor agrees that payment to Contractor shall be based upon the County's receipt of the Services and Deliverables in accordance with this Agreement.
- C) If at any time during the course of the Agreement the Contractor knows that the funds available will not cover the cost of the Services, the Contractor shall notify the County immediately.
- D) Subject at all times to the availability of the funding and the County's right to withhold payment of any questionable charges, the County shall pay each such undisputed invoice in accordance with Texas state law.
- E) With regard to any renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period and in accordance with the terms and conditions of this Agreement. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

8) **TERMINATION**

- A) The County has the right to terminate this Agreement at any time by providing Contractor with ninety (90) days' notice of termination.
- B) The County may terminate this Agreement immediately and without prior notice if the Contractor fails to perform any obligation found herein, if the failure:
 - (i) created a potential threat to health or safety; or
 - (ii) violated a law, ordinance, or regulation designed to protect health or safety.
- C) Upon receipt of termination notice, the Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as such orders or contracts are chargeable to this Agreement.
- D) Within thirty (30) days after receipt of notice of termination, the Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- E) The County agrees to pay the Contractor that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.
- F) Force Majeure. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, war,

or communications line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the Party who has been so affected immediately agrees to give notice to the other Party, and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

- G) Copies of all completed or partially completed information, documentation, or data ("Documents") developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.
- H) Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall assist in the transition until such time that a new contractor can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

9) INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

CONTRACTOR SHALL SAVE HARMLESS THE INDEMNIFIED PARTIES FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER (EXCLUDING DAMAGE TO THE WORK ITSELF AND THE COUNTY'S EXISTING PROPERTY AND FACILITIES) WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF CONTRACTOR'S NON-PERFORMANCE OF THE AGREEMENT, PROVIDED THAT CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES SUFFERED BY THE INDEMNIFIED PARTIES SUCH AS DAMAGES FOR LOSS OF USE, LOSS OF REVENUE, AND LOSS OF PROFITS.

CONTRACTOR SHALL ALSO SAVE HARMLESS AND INDEMNIFY THE INDEMNIFIED PARTIES FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY DUE TO ANY BANKRUPTCY, STATE OR FEDERAL TAX LEVIES OR LIENS, OR OTHER SIMILAR LEGAL PROCEEDINGS AFFECTING THE CONTRACTOR, IN WHICH THE INDEMNIFIED PARTIES MAY BECOME IN ANY WAY INVOLVED, WHETHER RELATED TO THE AGREEMENT AND/OR CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE.

THE CONTRACTOR IS ASSUMED TO BE FAMILIAR WITH AND AT ALL TIMES SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE, COUNTY AND CITY LAWS, ORDINANCES AND REGULATIONS IN ANY MANNER AFFECTING THE CONDUCT OF THE WORK, AND SHALL INDEMNIFY AND SAVE HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF, OR FAILURE TO COMPLY WITH ANY SUCH LAWS, ORDINANCES, OR REGULATIONS, BY THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, EXCEPT TO THE EXTENT SUCH VIOLATION OR FAILURE IS ATTRIBUTABLE TO COMPLIANCE WITH THE CONTRACT DOCUMENTS FURNISHED BY THE COUNTY.

CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE INDEMNIFIED PARTIES FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK, EXCEPT TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE CAUSED BY THE ACTS OR OMISSIONS OF THE COUNTY, ITS EMPLOYEES OR AGENTS. WHEN SO DESIRED BY THE INDEMNIFIED PARTIES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN ABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

PROVIDED THAT CONTRACTOR HAS BEEN PAID ALL UNDISPUTED AMOUNTS DUE FOR THE MATTER THAT IS THE SUBJECT OF THE LIEN, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ALL LIENS AND OTHER ENCUMBRANCES AGAINST THE PORTIONS OF THE WORK AND ANY CLAIMS OR ACTIONS ON

ACCOUNT OF DEBTS OR CLAIMS WITH RESPECT TO THE WORK ALLEGED TO BE PERFORMED BY THE CONTRACTOR OR ITS TRADE CONTRACTORS OR SUBCONTRACTORS OR SUPPLIERS TO ANY PERSON, AND WILL DEFEND ANY CLAIM OR LITIGATION IN CONNECTION THEREWITH TO THE FULL EXTENT OF SUCH PAYMENT. CONTRACTOR MAY, IN LIEU OF INDEMNIFICATION AGAINST A LIEN, AGREE TO BOND OR DISCHARGE A LIEN, AND DULY BOND OR DISCHARGE THE LIEN.

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY AND ALL THIRD PARTY CLAIMS FOR DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION ATTORNEYS' FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY THIRD PARTY PROPERTY RESULTING DIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR AND ANY SUBCONTRACTOR OR ANYONE EMPLOYED BY OR AFFILIATED WITH ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERM "THIRD PARTY" SHALL INCLUDE CONTRACTOR'S OFFICERS, AGENTS AND EMPLOYEES.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

10) INDEPENDENT PARTIES

- A) The Services performed by the Contractor and any Personnel providing Services under this Agreement are performed by the Contractor and the Personnel as independent contractors. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties or between the County and any Personnel. The Contractor and the Personnel, to the extent such Personnel are independent of the Contractor, shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. The Contractor and the Personnel have no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and the Contractor or between the County and any Personnel.

- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR OR ANY PERSONNEL ARE NOT INDEPENDENT CONTRACTORS, THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor warrants that it will comply with all federal and state laws, including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. The Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO THE CONTRACTOR'S WORKERS, SUBCONTRACTORS OR ANY PERSONNEL PROVIDING SERVICES UNDER THIS AGREEMENT. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY AND COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. The Contractor and the workers furnished by the Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to the Contractor or its workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.
- G) Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

11) COMPLIANCE AND STANDARDS

- A) The Contractor represents and warrants that the Contractor and any personnel providing Services under this Agreement are capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. The Contractor and any personnel providing Services under this Agreement shall use that degree of care and skill required by the applicable profession to comply with all applicable federal,

state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's and any Personnel's performance to be rendered hereunder. The Contractor represents that the Contractor and any Personnel providing Services under this Agreement are fully qualified to perform the Services and provide the Deliverables described in this Agreement. The Contractor and any Personnel providing Services under this Agreement shall obtain, at their own expense, all applicable permits, certificates, and licenses as may be required in the performance of the Services.

- B) The Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts, if applicable. The Contractor warrants and represents that the Contractor shall ensure that any Personnel providing Services under this Agreement are in compliance with this paragraph as well.
- C) The Contractor warrants and represents that it does not owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- D) County and its designee shall have the right to conduct examinations, studies and audits of the Services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. The Contractor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of the Contractor's backup and support data for billings, and the Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.
- E) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes Contractor to release specific information to any third parties.
- F) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- G) Contractor shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Contractor copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- H) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract,

obligation, or covenant.

- I) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- J) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- K) NO FEDERAL EXCLUSION
- i) Contractor warrants that neither Contractor nor any of its employees is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
- a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- ii) Contractor agrees to report immediately to the County if Contractor becomes an "Ineligible Person" during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an "Ineligible Person" during the term of this Agreement.
- iii) Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Services

Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.

- L) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.
- M) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Contractor warrants and represents that all the information on the form is complete and accurate.
- N) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Contractor warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Contractor does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- O) Anti-Boycott. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Contractor meets an exemption under subsection (a), then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

12) OWNERSHIP OF DOCUMENTS, COPYRIGHT

- A) Ownership of Contractor's Software which Contractor uses in performing its services under this Agreement rests solely in Contractor. Contractor agrees that it shall indemnify and save harmless the County from any and all claims for infringement by virtue of the use by Contractor of Contractor Software for County in performing services pursuant to this Agreement.

- B) Contractor acknowledges that all Reports and data contained therein as set forth in Section 2) subsection D) is owned by County.
- C) In the event the County requests that Contractor's Software be modified to address a particular issue related to the monitoring services being performed by Contractor, it is understood that such modification shall be covered pursuant to Section 3) Contractor's Additional Services of this Agreement and shall be owned exclusively by Contractor, provided that such modification shall be escrowed as provided for in Paragraphs G), H), and I) of Section 2 of this Agreement.

13) NOTICE

- A) 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 personally delivered to the address below, 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 the County or the Contractor 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:

RMSYS, Inc.
P.O. Box 705
Silsbee, Texas 77656
Attn: Calvin Jorden

To HCED:

Harris County Engineering Department
10555 Northwest Freeway, Suite 120
Houston, Texas 77092
Attn: Danielle Cioce

Copy to:

Harris County Purchasing Agent
1001 Preston Suite 670
Houston, Texas 77002
Attn: Melissa McCord

- B) Either Party may change addresses by giving the other Party ten (10) days written notice.

14) INSURANCE REQUIREMENTS

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.
 - (i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
 - (ii) Upon request, certified copies of original insurance policies shall be furnished to the County.

- (iii) The County reserves the right to require additional insurance as it deems it necessary.

B) The Contractor shall maintain at a minimum:

- (i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Property Damage Combined One Million Dollars (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00); Products-Completed Operations Aggregate Limit One Million Dollars (\$1,000,000.00) Per Job.

The County shall be named as an "additional insured" on the commercial general liability policy.

- (ii) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- (iii) Umbrella Liability Policy: One Million Dollars (\$1,000,000.00) each occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.
- (iv) Proof of insurance with proof of waiver of subrogation and County designated as an "additional insured" must be forwarded to the County prior to Services being performed.

15) **TEXAS PUBLIC INFORMATION ACT**

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended (the "Act"). The Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of the Contractor.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") 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 the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to the Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

- C) In the event the 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 the County by the Contractor under this Agreement, then the County will promptly notify the Contractor of such request. The Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. The 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. The Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by the Contractor and agents acting on behalf of the Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

16) PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County.

17) APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds. Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement or the use of the System.
- B) This Agreement is governed by the laws of the State of Texas.
- C) The exclusive forum for any action arising out of, in connection with, or in any way relating to the Agreement shall be in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action arising out of, in connection with, or in any way relating to the Agreement shall be in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

18) TAXES AND CHARGES

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against the Contractor nor obligated to reimburse the Contractor for any taxes, charges,

or fees assessed against the Contractor for the supplies provided or any Services rendered.

19) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating 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 any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends either Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this 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) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

20) AUDIT RIGHTS

- A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.
- B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The Contractor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

21) PROHIBITION ON LIENS

In accordance with Texas Property Code §43.002, Contractor, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Contractor shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

22) WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

23) SUCCESSORS AND ASSIGNS

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor Contractor shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other, which will not be unreasonably withheld.

24) SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

25) SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

26) NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

27) CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

28) EFFECT OF AGREEMENT

This Agreement supersedes any and all other discussions, negotiations and representations of any kind and represents the entire Agreement of the parties concerning the subject herein above mentioned. No modification of this Agreement shall be effective until such modification is reduced to writing and signed by both parties.

29) ENTIRE AGREEMENT; MODIFICATIONS

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

30) EFFECTIVE DATE

The Effective Date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.

31) EXECUTION

Multiple Counterparts: This Agreement 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 the Agreement.

RMSYS, INC.

By: *Calvin Jorden*

CALVIN JORDEN, V.P.

HARRIS COUNTY, TEXAS

By: _____

LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEY
COUNTY ATTORNEY

By: *Philip Berzins*

Philip Berzins
Assistant County Attorney
C.A. File No. 21GEN0298

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the District of Houston, Texas, on the _____, 2021 with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF THE ONSITE WATER QUALITY MONITORING AGREEMENT BETWEEN HARRIS COUNTY AND RMSYS, INC.

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

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

IT IS ORDERED that:

1. That Harris County Judge is authorized to execute on behalf of the County the attached Onsite Water Quality Monitoring Agreement between Harris County and RMSYS, Inc. to provide onsite water quality monitoring for a not-to-exceed cost of Seventy-Three Thousand Eight Hundred Twenty-Eight and No/Dollars (\$73,828.00). The Agreement is incorporated herein as though fully set forth word for word.
2. The Commissioners Court grants a discretionary exemption under Tex. Loc. Gov't Code § 262.024(7) for this sole source acquisition.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.