



**FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN  
HARRIS COUNTY AND SOGETI USA, THE TECHNOLOGY AND ENGINEERING SERVICES  
DIVISION OF CAPGEMINI AMERICA, INC.**

This First Amendment (this "**Amendment**") dated June 17, 2021 (the "**Amendment Effective Date**"), by and between Harris County ("**County**"), and Sogeti USA, the Technology and Engineering Services Division Of Capgemini America, Inc. ("**Capgemini**"), amends the Agreement dated July 10, 2018 by and between the parties (the "**Agreement**"). Capitalized terms used herein and not otherwise defined shall have meanings given to them in the Agreement.

**WHEREAS**, the parties desire to amend the Agreement as provided below,

**NOW, THEREFORE**, in consideration of the terms and mutual agreements hereinafter contained, the parties hereby agree as follows:

1. Section 6B of the Agreement shall be deleted in its entirety and replaced with the new Section 6B as follows:
  - B. *To the extent Consultant uses, discloses, or has access to Confidential Information, Consultant must take reasonable steps necessary to protect Confidential Information from disclosure to third parties and must not reproduce, copy, or disseminate Confidential Information except to Consultant's partners, principals, representatives, or employees as necessary for Consultant to perform its obligations hereunder.*
2. Section 9 of the Agreement shall be deleted in its entirety and replaced with the new Section 9 as follows:

**"9) INDEMNIFICATION BY CONSULTANT**

*CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL THIRD CLAIMS AND LIABILITY (A) FOR BODILY INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY (EXCLUDING SOFTWARE AND DATA) DUE TO ACTIVITIES OF CONSULTANT, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THIS CONTRACT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR (B) FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONSULTANT OR BY ANY PERSON EMPLOYED BY CONSULTANT, OR CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL. CONSULTANT SHALL ALSO HOLD HARMLESS THE COUNTY, ITS OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING THE ABOVE SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONSULTANT, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL."*

3. Sections 10 (A) (i) and (ii) shall be deleted in its entirety and replaced as follows:
  - (i) *Were legally permissible, General Liability, Automobile Liability and Workers' Compensation shall include a waiver of rights of subrogation against County, its officers, employees and agents.*

4. Sections 10 (B) (i), (ii) and (iii) shall be deleted in its entirety and replaced as follows:
- (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 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 included as an "additional insured" on the commercial general liability policy.*
  - (ii) *Automobile Liability Coverage: One Million Dollars (\$1,000,000.00) Combined Liability Limits. Bodily Injury and Property Damage Combined. The County shall be included as an "additional insured" on the commercial general liability policy.*
  - (iii) *Workers' Compensation Employer's Liability, including all states and in accordance with Texas law.*
5. A second paragraph shall be added to Section 26, (H) of the Agreement as follows:  
*"County shall endeavor to hire a third-party auditor who is not a direct competitor of Consultant, in order to avoid any conflict of interest."*
6. Section 28 shall be added to the Agreement as follows:

**"28) WARRANTY AND LIMITATIONS OF LIABILITY**

- a. *Warranty and Disclaimer. Consultant warrants that it will perform the Services in a professional and workmanlike manner and provide Work Products that conform in all material respects to the specifications set forth in the Purchase Order. To receive warranty remedies, County must report any deficiencies to Consultant in writing within 30 calendar days from the date of County's acceptance of the Services or Work Products. County's exclusive remedy and Consultant's entire liability is to provide Services to correct the deficiencies. If Consultant is unable to correct the deficiencies, County is entitled to recover the fees paid to Consultant for the deficient portion of the Services or Work Products. Consultant DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Consultant makes no warranties regarding County or third party modifications of Work Products, any portion of any deliverable developed by County or by any third party, including any third party software, hardware, or other third party products provided by Consultant.*
- b. *Limited Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for Services and Work Products under the Purchase Order giving rise to the damages. Notwithstanding the above, the liability of County shall be increased to include Consultant's costs of collection of Services fees, including without limitation, reasonable attorneys' fees and court costs. The parties agree that amounts stated herein are fair under the circumstances and that the changes reflect this limitation of liability."*

7. In the event of any conflict, ambiguity or inconsistency between this Amendment and the Agreement, the terms and conditions of this Amendment shall govern.
8. The Agreement as amended by this Amendment is and shall continue to be in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives effective as of the Amendment Effective Date.

**CAPGEMINI**

By: 

Printed Name: Nathan Stricker

Title: Vice President

**HARRIS COUNTY**


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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
EXECUTION VERSION  
Office of General Counsel  
August 18, 2021

Approved as to form:  
Christian D. Menefee  
County Attorney

  
T. Scott Petty  
Assistant County Attorney  
CA File No. 21GEN1980

ORDER OF COMMISSIONERS COURT  
Authorizing execution of amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2021 with all members present except \_\_\_\_\_.

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

**ORDER AUTHORIZING EXECUTION OF FIRST AMENDMENT TO THE  
AGREEMENT BY AND BETWEEN  
HARRIS COUNTY AND SOGETI USA, THE TECHNOLOGY AND ENGINEERING  
SERVICES DIVISION OF CAPGEMINI AMERICA, 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:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**IT IS ORDERED** that County Judge Hidalgo be and is hereby authorized to execute for and on behalf of Harris County the First Amendment to the agreement between Harris County and Sogeti USA, the Technology and Engineering Services Division Of Capgemini America, Inc. for the Harris County Toll Road Authority; to add certain language to the Master Agreement; said First Amendment to the Agreement being incorporated as though fully set forth herein word for word.

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