



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

September 29, 2021

Commissioners Court
Harris County, Texas

RE: Agreement

Members of Commissioners Court:

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

Description: Disaster Recovery Management Services for Harris County

Vendor: Guidehouse Inc.

Term: October 12, 2021 through October 11, 2022 with two (2) one-year renewal options

Amount: \$600,000

Reviewed by: X Universal Services - Technology X Harris County Purchasing

A purchase order will be issued upon Commissioners Court approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "DeWight Dopslauf", written over a blue circular stamp.

DeWight Dopslauf
Purchasing Agent

JHP

Attachment(s)

cc: Universal Services – Technology
Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA OCTOBER 12, 2021



AGREEMENT BETWEEN HARRIS COUNTY AND GUIDEHOUSE INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas acting by and through Harris County Universal Services ("Department"), and Guidehouse Inc. ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

1) GENERAL SCOPE OF SERVICES

- A) Contractor agrees to provide disaster recovery management services to include, but not limited to: (1) Program conceptualization, planning and development, (2) Program administration and Program management support, and (3) financial services for the development of disaster recovery activities, programs, and projects funded in whole or in part with funding from the Department of the Treasury, the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Health and Human Services (HHS), the United States Economic Development Agency (USEDA), Department of Justice (DOJ), and the Federal Emergency Management Agency (FEMA), other COVID-19 disaster funding and other state and federal funds in and for Harris County as a result of damages caused by any federally declared disasters on an as needed basis per Task Order (the "Services").
- B) Contractor warrants and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- C) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- D) 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 with the Texas Comptroller of Public Accounts in good standing.
- E) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, 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.

- F) 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.

2) **INDEPENDENT PARTIES**

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. 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. Contractor has 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 Contractor.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, 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. 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 CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE 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. Contractor and the workers furnished by 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 Contractor or Contractor's 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) Contractor shall not have the authority to enter into contracts or agreements on behalf of the County.

3) **TERM**

The term shall be for a period beginning upon the final execution of the Agreement, and remain in full force and effect for twelve (12) consecutive months. At the County's option, this Agreement may be renewed on the same terms and conditions for two (2) additional years.

4) **CONTRACTOR'S COMPENSATION**

- A) County agrees to pay Contractor according to the hourly rates provided in the Contractor's SOW. This compensation incorporates all charges such as labor, equipment, material, delivery, travel, and any other costs incurred.
- B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole risk.
- C) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

5) **TERMS OF PAYMENT**

- A) Contractor shall submit to the Harris County Auditor a sworn invoice for services

rendered each month to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. 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) Invoices shall identify the Task Order under which the Services were performed.
- C) The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas and this Agreement within thirty (30) days after receipt of the invoice. The County will review invoices for acceptance within twenty-five (25) calendar days of the date of the invoice to which the County shall immediately notify Contractor of any invoice discrepancies. Contractor and County will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, the County shall proceed with partial payment within thirty (30) days of the date of the invoice or within five (5) days after the next scheduled court meeting for payment approval.
- D) Contractor understands and agrees that the funding of this Agreement contained in the County's annual fiscal budget is subject to approval of the Commissioners Court of Harris County, Texas (the "Court"). Contractor further understands and agrees that if for any reason the Court withdraws funding, reduces funding, or elects not to include sufficient funds in any of the County's annual fiscal budgets, or fails to approve a budget for the County that includes sufficient funds for the continuance, renewal, or extension of this Agreement, then this Agreement shall terminate and the County shall have no further obligation to Contractor other than payment for Services performed by the Contractor up to and including the date of termination. Contractor shall not be entitled to receive any liquidated damages, incidental or consequential damages, late fees, penalties, interest or finance charges under this Agreement. A failure by the Court to provide sufficient funds in the Department's annual fiscal budget for any year for the funding of this Agreement does not provide for any damages or cause of action whatsoever including, but not limited to, a claim for breach of contract.

6) 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 Six Hundred Thousand and No/Dollars (\$600,000.00) unless the Agreement is modified in writing by the parties.

- B) It is expressly understood and agreed that County has available the total maximum sum of funds, as stated above, and certified available by the County Auditor for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this 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) If the Services and charges to be provided for 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 hereunder upon the total depletion of the certified funds unless the County certifies additional funds, as evidenced by a written amendment to this Agreement, in which event Contractor shall continue to provide the Services herein specified to the extent funds are available.
- D) With regard to the 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.

7) **RESERVED.**

8) **TERMINATION**

- A) The County may terminate this Agreement for convenience at any time by providing fourteen (14) days' notice in writing to the Contractor.
- B) County's Termination for Cause. If Contractor fails to perform pursuant to the terms of this contract, the County shall provide written notice to Contractor specifying the default ("Notice of Default"). If Contractor does not cure such default within the time required by the County, not be shorter than fourteen (14) days, the County may terminate this contract for cause. If Contractor fails to cure a default as set forth above, the County may, by written notice to Contractor, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Contractor shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the County as of the date the County provides the Notice of Termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of the County's corrective action.
- C) Contractor's Termination. Contractor may terminate this Agreement for convenience by providing thirty (30) days' notice in writing to the County.

- D) Upon receipt of termination notice, Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- E) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- F) The County agrees to pay 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.
- G) *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, actions or decrees of governmental bodies 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.
- H) Copies of all completed or partially completed information, programs, inventions, software (including source code), firmware, designs, documentation or data (the "Documents") developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.
- I) Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall provide Services for 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 thirty (30) 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) 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 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 the County or 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: Guidehouse Inc.
 708 Main St.
 Houston, TX, 77002
 Attn: Todd Hoffman

To the County: Harris County Universal Services
 406 Caroline
 Houston, TX 77002
 Attn.: Joshua Pascua

Copy To: Harris County Purchasing
 Agent 1001 Preston, Suite 670
 Houston, Texas 77002
 Attn.: Juanita Patterson

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

10) INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") 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 INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND ALL THIRD PARTY CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION ATTORNEY'S 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, SUBCONTRACTORS, AND EMPLOYEES.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER WHICH THE COUNTY 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 COUNTY MAY BECOME IN ANY WAY INVOLVED, WHETHER RELATED TO THE AGREEMENT AND/OR CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT.

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.

LIMITATIONS OF LIABILITY.

EXCEPT TO THE EXTENT FINALLY DETERMINED TO BE (I) PROHIBITED BY LAW, (II) INVOLVE BODILY INJURY OR DEATH, OR (III) INTELLECTUAL PROPERTY INFRINGEMENT, THE CONTRACTOR'S AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, LIABILITIES OR DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF THE

THEORY OF LIABILITY ASSERTED, IS LIMITED TO TWO TIMES (2X) THE AMOUNT OF FEES PAYABLE TO THE CONTRACTOR UNDER SECTION 6A. IN ADDITION, THE CONTRACTOR WILL NOT BE LIABLE IN ANY EVENT FOR LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES. ALSO, THE CONTRACTOR SHALL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY THIRD PARTY HARDWARE, SOFTWARE, INFORMATION, OR MATERIALS SELECTED OR SUPPLIED BY THE COUNTY UNDER THIS AGREEMENT.

11) 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"). 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 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 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 Contractor under this Agreement, then the 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 stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by 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. 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 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 this Agreement or otherwise.

12) COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is 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. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- E) 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.
- F) 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.
- G) 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."
- H) Contractor shall not enter into any subcontract, contract agreement, purchase order or other arrangement ("Arrangement") for the furnishing of any portion of the materials, Services or deliverables with any party or entity if such party or entity is an Affiliated Entity (as defined below) of Contractor, unless such Arrangement has been approved by County, after full disclosure in writing by Contractor to County of such affiliation or relationship and all details relating to the proposed Arrangement. "Affiliated Entities" means business concerns or individuals if, directly or indirectly –
 - i) Either one controls or can control the other party or
 - ii) A third party controls or can control both

Any holder of more than ten percent (10%) of the issued and outstanding shares of another entity shall be deemed to have a controlling interest in said entity.

I) 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 non-procurement 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: HCPH 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); HCPH of Commerce, Bureau of Industry and Security, Denied Persons List; and HCPH 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.
- J) 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. Contractor shall reasonably cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Contractor's backup and support data for billings, and 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.

- K) 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.
- L) 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.
- M) 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.
- N) Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- O) Energy Company. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c), then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.
- P) Firearm and Ammunition Industries. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Contractor's signature on this Agreement

constitutes Contractor's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

13) 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.

14) 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.
- B) This 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

15) 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 Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered.

16) 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.

17) 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 the County'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.

18) 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) 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; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00)

Aggregate. The County shall be named as an "additional insured" on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

- ii) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
- iii) 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.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an "additional insured" on the automobile policy.
- v) Proof of insurance with proof of waiver of subrogation and County designated as an "additional insured" must be returned attached to the signed Agreement as Exhibit B, which is attached hereto and incorporated herein by reference.

20) OWNERSHIP OF DOCUMENTS; COPYRIGHT

- A) Contractor agrees that for the purposes of assigning copyright ownership, any and all completed or partially completed data, information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the "Documents") developed pursuant to the Services performed under this Agreement, shall be the sole property of the County.
- B) Contractor represents that it has the right to assign and hereby assigns to the County all rights, title, copyright ownership and interest in any completed or partially completed data (including source codes), information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation to be developed or has already been developed, created or invented pursuant to this Agreement or any other agreements that Contractor may currently have or had in the past, with the County.
- C) Within seven (7) days after its development, creation, or invention, Contractor agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. Contractor may retain one set of reproducible copies of all Documents for the sole use of performing Services for the County. Contractor is

expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Document, or using such Documents in the preparation of other work for any other client, without the express written permission of the County.

21) NO LEGAL ADVICE; CHANGES IN LAW

The Services do not include the provision of legal advice, and Guidehouse makes no representations regarding questions of legal interpretation. County should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or any other type of law or regulation. Changes in the law and/or its interpretation may take place before Guidehouse's advice is acted upon, or may be retrospective in effect; Guidehouse accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

22) 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.

23) 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.

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) 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.

27) 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.

28) 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.

29) EFFECTIVE DATE

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

30) ENTIRE AGREEMENT; MODIFICATIONS

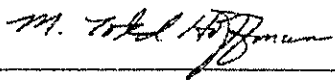
- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by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

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 this Agreement.

GUIDEHOUSE INC.

HARRIS COUNTY

By: 
Name: Todd Hoffman
Title: Partner
Date: 9/27/2021

By: LINA HIDALGO
COUNTY JUDGE
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENESEE
COUNTY ATTORNEY

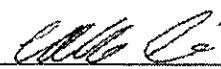
By: 
Cherelle Sims
Assistant County Attorney
C.A. File 21GEN2563

EXHIBIT A
Scope of Work
(follows behind)



Statement of Work to Provide Continued Broadband Support to Harris County (September – December 2021)

This statement of work acts as an outline of project scope for services based on Guidehouse's understanding of the continued Harris County broadband needs to obtain additional funding. It provides a general description of the engagement's project activities, deliverables, and fee schedule.

Guidehouse has supported Harris County through the COVID response including short term broadband strategy and execution (e.g., mesh, mobile, FLIP), and program management and compliance management and reporting for digital access (e.g., distribution of mobile wireless hotspots and keyboard enabled devices). This Scope is broken down into three (3) tasks. (1) create a business plan to execute on the Connected County plan, (2) develop a funding strategy, and (3) start executing that strategy.

Task 1. Identify County Gaps & Priorities, and Create Connected County Business Plan

In order to further define Connected County gaps and priorities and prepare for funding opportunities, prior analysis must be refined in order to provide potential projects. This analysis will include data gathering, targeted mapping exercises, and stakeholder engagement to identify the areas in most need based on various socioeconomic, demographic, and broadband infrastructure data. We will work closely with the Harris County team to develop a prioritization framework to aid the prioritization process and understand challenges and barriers facing the least digitally included, and what resources or programs might help.

Activities:

- Identify, map, and engage stakeholders (e.g., CJO / Precinct offices, HC Public Health, HC School District, HC Public Library, Office of Equity and Economic Development, anchor institutions, State Broadband Office, and ISDs) to understand the lived experience of Harris County residents who experience digital access challenges and gather socioeconomic and broadband infrastructure data, align with County priorities, discuss funding opportunities, and generally collect input and provide an opportunity for feedback loops.
- Enhance previously developed maps with additional socioeconomic, demographic, and broadband infrastructure data that is publicly available, available to Harris County, or shared by stakeholders including Zip Code and Commissioner District boundary layers. The shapefiles will be provided to the County when complete
- Define prioritization framework with key Harris County stakeholders (e.g., K-12 education, seniors/homebound residents, broadband access for all, economic development). This framework should also consider populations that tend to face the highest barriers to digital access including Communities of color, Low-Income individuals and families, Older adults, Limited English Proficiency, and People with disabilities).
- Analyze maps through lens of prioritization framework and draft potential broadband projects
- Estimate costs and return on investment (ROI) of these projects whether that is through reach, speed, or other metrics
- Facilitate and lead stakeholder engagement sessions through interviews and workshops (virtual or in-person depending on pandemic) to prioritize projects and organize into implementation roadmap. 10-20 stakeholder interviews and 1-2 workshops are envisioned. Each stakeholder

interview is intended to be 45 minutes – 1 hour in duration while the workshops will likely be around 2 hours each

- Recommend long-term evaluation metrics (e.g., what is the long-term impact of broadband adoption for County residents?) to include in Connected County business plan
- Incorporate all findings and recommendations into a Connected County business plan

Deliverable:

- Connected County business plan which includes:
 - Discussion on Connected County priorities and a prioritization framework
 - Satisfaction of the Connected County business plan.
 - Early sharing of draft findings, insights, and prioritizing framework deliverables -- for feedback and iteration
 - User feedback and usage of the Connected County business plan.
 - Prioritized project interventions to address County gaps including costs, return on investment in the form of goal/benefit metrics, project owners, key stakeholders, risks, relevant policies, processes, and next steps
 - An implementation roadmap which integrates each of the projects

Task 2. Develop Complementary Funding Strategy

Harris County must obtain funding for sustainability of current initiatives, County resiliency, and expansion of broadband coverage to close the digital divide. This includes creation and presentation of a funding strategy that is in-sync with the Connected County plan.

Activities:

- Review and classify sources of federal funding relevant to broadband, including: ARP, CDBG-CV, EDA, NTIA, FCC, USDA, etc.
- Identify, review, and engage with public private partnership (P3) as well as non-governmental organization (NGO) partnership opportunities
- Create catalog of federal funding sources and incorporate potential non-federal funding ones
- Develop a financial model (budget) to sustain the program and initiate new investments with forecasts considering a variety of funding scenarios (e.g. minimum and ideal budget levels)
- Create funding typology which aligns funding types to project types and apply to Connected County business plan
- Organize findings into funding strategy addendum of Connected County business plan

Deliverable:

- Complementary funding strategy which includes:
 - Catalog of potential federal and non-federal funding sources with application deadlines identified
 - Funding typology which can be used for projects identified in Connected Community business plan as well as for projects in the future
 - Financial model (budget) for sustainable solutions including expansion of broadband initiatives with a variety of funding scenarios

Task 3. Assist County in Funding Applications

We will work with Universal Services to get into the details of applying for funding using our business plan and funding strategy as guides. Our team will work with Universal Services to apply for 2 external funding opportunities (i.e., funding opportunities not already controlled by Harris County). We estimate approximately 350-450 consulting hours per application.

Harris County, Texas

Activities:

- Prioritize top 2 funding opportunities with HC Broadband Office who will identify which funding opportunities require Guidehouse support
- Tailor materials and present to key stakeholders to obtain support and funding if applicable
- Assist HC Broadband Office with up to two (2) external funding opportunities or efforts to obtain funding from targeted benefactors across the public and private sector

Deliverable:

- Support Harris County in the completion of two external funding opportunities

Payments and Fee Schedule:

Tasks 1-3 will be provided by the Guidehouse team using the hourly rate schedule below and is estimated to be complete by December 31, 2021. The services for the tasks will be billed monthly up to \$565,000.

Labor Category	Rate/hr
Subject Matter Specialist	\$391.00
Engagement Partner	\$310.00
Program Manager/Director	\$295.00
Project Manager	\$249.00
Associate III	\$200.00
Associate II	\$166.00
Associate I	\$148.00
Recovery Analyst III	\$120.00
Recovery Analyst II	\$85.00
Recovery Analyst I	\$65.00
Administrative Support	\$50.00

EXHIBIT B

Contractor's Proof of Insurance

(follows behind)



CERTIFICATE OF LIABILITY INSURANCE

DATE(M/M/DD/YYYY)
09/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc. of Washington, D.C. 2001 X Street NW Suite 625 N Washington DC 20006 USA		CONTACT NAME: PHONE (A/C, H, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED GUIDEHOUSE LLP 2941 Fairview Park Drive Suite 501 Falls Church VA 22042 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company 20443 INSURER B: National Fire Ins. Co. of Hartford 20478 INSURER C: The Continental Insurance Company 35289 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570089056695

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG <input type="checkbox"/> OTHER:			6057010444	05/01/2021	05/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6057010430	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			6057010458	05/01/2021	05/01/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC657010461 (AOS) 6072069738 (CA)	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-PL-Primary			652158715 SIR applies per policy terms & conditions	10/11/2020	10/11/2021	E&O Aggregate \$1,000,000 Cyber Aggregate \$1,000,000 Network Security \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder and Harris County are included as Additional Insured in accordance with the policy provisions of the Business Auto Coverage & General Liability Coverage policy. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Business Auto Coverage, General Liability Coverage & Workers Compensation policy.

CERTIFICATE HOLDER**CANCELLATION**HARRIS COUNTY
1001 PRESTON
HOUSTON TX 77002 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of Washington D.C.

Holder Identifier :

Certificate No : 570089056695



Page _ of _

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED GUIDEHOUSE LLP
POLICY NUMBER See Certificate Numbe 570089056695		EFFECTIVE DATE:
CARRIER See Certificate Numbe 570089056695	NAIG CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

ORDER OF COMMISSIONERS COURT

Authorizing execution of 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 _____, 2021 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 GUIDEHOUSE HOLDINGS CORP

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

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

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and law-fully adopted. The order thus 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, the Agreement with Guidehouse Holdings Corp. to provide disaster recovery management services at a cost to the County not to exceed Six Hundred Thousand and No/Dollars (\$600,000.00). The Agreement is incorporated herein by reference for all purposes 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 purpose of this Order.