STATE OF TEXAS  §  PROFESSIONAL SERVICES
COUNTY OF BEXAR  §§  AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into
effective on the 19th day of October, 2021 ("Effective Date") by and between COUNTY
OF BEXAR ("COUNTY"); a political subdivision of the State of Texas, and GUIDEHOUSE,
INC. ("CONSULTANT"). COUNTY and CONSULTANT may be referred to singularly as the
"Party" and collectively as the "Parties."

RECITALS

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott issued a declaration of
public health disaster in and for the State of Texas and on March 19, 2020, the Texas Department
of State Health Services issued a declaration of a public health disaster in the State of Texas;

WHEREAS, Congress passed the American Rescue Plan Act of 2021, also called the
COVID-19 Stimulus Package or American Rescue Plan (ARPA), a $1.9 trillion economic stimulus
bill passed by the 117th United States Congress and signed into law by President Joe Biden on
March 11, 2021, to speed up the United States' recovery from the economic and health effects of
the COVID-19 pandemic and the ongoing recession;

WHEREAS, CONSULTANT has demonstrated experience and has been previously
retained by COUNTY and other large, urban counties for its specialized experience in assisting
with the development and implementation program for distribution of federal funding and
maximizing resources which may be available to counties to assist in local recovery; and

WHEREAS, Bexar County entered into a contract with CONSULTANT, which will
expired on September 30, 2021, and enters this new Agreement for the purposes of working with
COUNTY leaders to perform certain work related to developing a program for the successful
distribution of ARPA funding as more fully set out herein.

NOW THEREFORE, in consideration of the mutual promises and commitments under
this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which
are acknowledged, the Parties agree to act as follows:

ARTICLE I
PURPOSE

1.1 COUNTY desires to obtain professional consultation and assistance from
CONSULTANT in order to assist COUNTY with the services described in the scope of work
attached hereto and incorporated herein for all purposes as Attachment "A" which shall assist in
the administration and distribution of funding received through ARPA. These services are
authorized for the use of ARPA funds under the US Department of the Treasury Expenditure Category 7.1 ("EC 7.1").

1.2 COUNTY has determined that the Services provided by COUNSULTANT under this Agreement are predominantly mental or intellectual rather than physical or manual, requiring special knowledge or attainment, and a high order of learning, skill and academic intelligence. Accordingly, by approval and execution of this Agreement, the Bexar County Commissioners Court specifically grants the exception contained in Texas Local Government Code, §262.024(a)(4).

ARTICLE II
DESIGNATED REPRESENTATIVES

2.1 COUNTY hereby appoints David L. Smith, County Manager, ("County Manager") as its representative under this Agreement and he will be the primary point of contact for CONSULTANT unless the County Judge delivers to CONSULTANT, in writing, a notice designating another individual as its representative.

2.2 CONSULTANT will notify the County of its designated representative and primary point of contact with regard to the Services to be performed by CONSULTANT.

ARTICLE III
TERM; TERMINATION; RENEWAL

3.1 This Agreement shall be effective on October 1, 2021 and terminate on January 31, 2022, unless terminated on an earlier date as provided in this Agreement or extended by further amendment.

3.2 Either Party may terminate this Agreement without cause by the issuance of (7) days’ written notice. Commissioners Court hereby delegates all authority necessary to terminate this Agreement on behalf of COUNTY to the County Manager or his designee.

3.3 Within thirty (30) days from the date of termination of this Agreement for any reason, CONSULTANT shall submit statements showing, in detail, the Services performed by CONSULTANT under this Agreement prior to the date of termination.

3.4 COUNTY shall have the option of requesting reassignment of any employee of CONSULTANT who the COUNTY reasonably objects to continuing to provide Services on behalf of the COUNTY.

ARTICLE IV
SERVICES TO BE PERFORMED

4.1 The general scope of Services to be provided under this Agreement include, but are not limited to, advising Bexar County on the analysis and development of a program for distribution of federal funding as described in Attachment “A.” It shall be CONSULTANT’s responsibility to
conduct its activities so as to achieve the objectives for which this Agreement is entered into. CONSULTANT acknowledges that Attachment “A.”

4.2. At all times during the Term, CONSULTANT shall ensure that the persons providing the Services and activities maintain their professional licenses and accreditations applicable to these Services in good standing. CONSULTANT shall provide the credentials of those persons CONSULTANT deems as viable candidates to perform services under this Agreement to COUNTY for its review and approval. CONSULTANT shall perform all acts reasonably necessary to maintain and improve the professional competence and training of the persons it provides. CONSULTANT shall Notify County within two (2) Work Days upon knowledge of any adverse action related to these professional licenses and accreditations occurs.

4.3 If CONSULTANT’s employees will have access to areas subject to Criminal Justice Information System regulations, CONSULTANT shall conduct background investigations of its employees. The investigations will verify education attainments, licenses and/or professional certifications as claimed. Additionally, to the extent permitted by applicable law, CONSULTANT shall conduct a criminal background investigation. In conducting the background investigations, CONSULTANT agrees to comply with all provisions of applicable law. Before deploying any person to provide services in these areas in COUNTY or upon COUNTY's written request, CONSULTANT shall provide to COUNTY written certification that CONSULTANT has performed these background investigations and CONSULTANT’s employee passed such investigations.

ARTICLE V
COMPENSATION

5.1 COUNTY shall pay CONSULTANT a not to exceed amount of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($120,000.00) for all Services provided under this Agreement, to be billed based on Services performed at the rates set out in Attachment “B.”

5.2 CONSULTANT may utilize a portion of the funding for travel so long as expenses are in accordance with COUNTY policy and CONSULTANT submits original receipts to substantiate travel expenses. Any travel must be authorized in advance by the COUNTY’s designated representative to be reimbursable under this Agreement.

5.2 CONSULTANT shall invoice COUNTY monthly to include the information outlined in Attachment “C”. Payment for Services rendered under this Agreement will be payable in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code), however COUNTY will use its best efforts to pay CONSULTANT on the fifteenth of each month and CONSULTANT will provide an invoice to COUNTY on or before the fifth day of each month. CONSULTANT shall submit to COUNTY's designated representative for approval duplicate originals of the invoice (and any approved travel expenses with supporting documentation). All invoices shall be in a form that is acceptable to the County Auditor.
5.3 COUNTY shall not be obligated to make any payments to CONSULTANT if any one or more of the following conditions exist prior to the payment:

i. CONSULTANT is in material breach or default under this Agreement; or

ii. Any part of the such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to that portion of the Services which were performed in accordance with this Agreement.

5.4 CONSULTANT shall refund to COUNTY any money, which has been paid to CONSULTANT by COUNTY, which COUNTY determines, has resulted in overpayment to CONSULTANT. Such refund shall be made by CONSULTANT to COUNTY within thirty (30) calendar days after the refund is requested by COUNTY.

5.5 CONSULTANT will maintain books, records and other documents relating directly to the receipt and disbursement of funds under this Agreement and make available all documents and financial records sufficient to establish compliance with subsection 60l (d) of the Social Security Act, as amended, (42 U.S.C. 80l (d)) and shall maintain those records for a period of five (5) years after final payment is made using Coronavirus State and Local Fiscal Recovery Funds monies. Records to support compliance with subsection 60 l (d) may include, but are not limited to, copies of the following: general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus State and Local Fiscal Recovery Fund payments and (b) the disbursements from such payments to meet eligible expenses; budget records for 2021 and 2022; payroll, time records, human resource records to support costs incurred for payroll expenses related to responding to the COVID-19 public health emergency and its negative economic impacts; receipts of purchases made related to addressing the COVID-19 public health emergency and its negative economic impacts; contracts and subcontracts entered into using Coronavirus State and Local Fiscal Recovery Funds payments and all documents related to such contracts; grant agreements and grant sub award agreements entered into using Coronavirus State and Local Fiscal Recovery Funds payments and all documents related to such awards; all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and sub-recipients; all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient sub-awards; all internal and external email/electronic communications related to use of Coronavirus State and Local Fiscal Recovery Funds payments; and all investigative files and inquiry reports involving Coronavirus State and Local Fiscal Recovery Funds payments.

5.6 CONSULTANT will allow any duly authorized representative of COUNTY, at all reasonable times and upon 15 calendar days prior written notice, to have access to and the right to inspect, copy, audit, and examine all books, records and other documents of closeout procedures respecting this Agreement, as described above, until final settlement and conclusion of all issues arising out of this activity are completed and CONSULTANT will have a continuing obligation to cooperate with COUNTY in the event of any audit, and will provide and documentation requested by COUNTY to substantiate all expenditures utilizing COUNTY-provided funding.
5.7 Sections 5.06 and 5.07 shall survive the expiration or termination of this Agreement for two (2) years and Section 5.05 shall survive the expiration or termination of this Agreement for five (5) years.

ARTICLE VI
COUNTY ASSISTANCE

6.1 Upon CONSULTANT’s request, the COUNTY shall provide to CONSULTANT, at no charge to CONSULTANT, during the Term such information as may be reasonably necessary for CONSULTANT to perform one or more of the Services contemplated under this Agreement. It is anticipated that CONSULTANT will perform most Services off-site from any COUNTY-owned or operated facility and that the COUNTY will not exercise any control over CONSULTANT’s place of work. However upon advance request, the COUNTY shall use reasonable efforts in order to provide CONSULTANT with adequate work space in a COUNTY-owned or operated facility, but only on a purely temporary basis and only for so long as CONSULTANT is performing any Service on-site during the Term.

ARTICLE VII
CONSULTANT'S WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT warrants and represents that they have not employed or retained any person to solicit or secure this Agreement and that they have not for the purpose of soliciting or securing this Agreement paid or agreed to pay any person, a commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from the award or making of this Agreement.

7.2 CONSULTANT warrants and represents that there are no lawsuits or administrative proceedings involving CONSULTANT that could result in an outcome that would materially affect the ability of CONSULTANT to perform their obligations hereunder.

7.3 CONSULTANT warrants and represents that it is not aware of any conflicts of interest that will, or could, affect in any manner their ability to objectively perform Services under this Agreement.

7.4 CONSULTANT warrants and represents that all information received from COUNTY will be held in confidence and that the information will not be sold, licensed, transferred, disclosed, published, communicated, or otherwise made available to any person or entity not a party to this Agreement without prior written approval of the COUNTY.

7.6 CONSULTANT agrees that all documents, reports, information and other data furnished to CONSULTANT by the COUNTY remains the property of the COUNTY. All documents CONSULTANT receives from the COUNTY shall be delivered to the COUNTY upon conclusion or termination of this Agreement, or upon earlier request.
7.7 CONSULTANT warrants that all Services will be performed in a diligent and professional manner.

7.8 CONSULTANT further warrants and represents that they are not aware of any threatened or unsettled claims or assessments of any nature against them.

7.9 CONSULTANT warrants and represents that it shall ensure that the persons performing Services under this Agreement will perform all Services where assigned for the duration of the assignment, and exercise all discretionary powers in a manner consistent with applicable standards of professional ethics and their best professional judgment; perform all Services and other obligations in this Agreement in a good and workmanlike manner; and perform all Services using at least that standard of care, which a reasonably prudent person in that profession in Bexar County, Texas would use in similar circumstances.

ARTICLE VIII
CONFIDENTIALITY

8.1 CONSULTANT acknowledges that during the course of their performance of the Services contemplated under this Agreement, they will have access to and become familiar with many confidential affairs and proprietary information of the COUNTY, which include, without limitation, processes, compilations of information, records, specifications, and personal lists (collectively “Confidential Information”), which Confidential Information constitutes valuable, special, and unique property of the COUNTY. CONSULTANT covenants and agrees that during and after the Term of this Agreement, they will not reveal the Confidential Information of the COUNTY and that they will not disclose or communicate any of such Confidential Information, directly or indirectly, to any other person or entity, except as (i) required for the purposes of this Agreement, (ii) requested or directed by the COUNTY, (iii) permitted by this Agreement, or (iv) required by applicable law, statute, rule or regulation, CONSULTANT will not use any such Confidential Information in any way for their own benefit, directly or indirectly, or in any way which is inconsistent with the confidential nature of such Confidential Information.

8.2 Upon termination of this Agreement, for whatever reason, or upon the earlier request by COUNTY, CONSULTANT agrees to promptly deliver and return within five (5) calendar days to COUNTY any and all Confidential Information of the COUNTY, including any and all copies of files, records, documents, drawings, specifications, equipment, personal notes and all other items of any nature relating to the COUNTY or this Agreement, which are in their possession or control.

8.3 CONSULTANT shall have developed a written policy pertaining to the safeguarding of the privacy of any Confidential Information which may be obtained under this Agreement and such policy should comply with all applicable federal and state law.

ARTICLE IX
INDEPENDENT CONTRACTOR

9.1 It is expressly understood and stipulated that no employer-employee relationship exists between the COUNTY and CONSULTANT. CONSULTANT will not be eligible for any
employee benefits of the COUNTY nor will COUNTY make deductions from its fees to CONSULTANT for taxes, Federal Insurance Contribution Act (F.I.C.A.) contributions, insurance, bonds or any other amounts of any kind. CONSULTANT represents that they will pay to the proper individuals or federal, state, or local authorities all taxes, licenses, and fees levied by any governmental authority.

ARTICLE X
INDEMNIFICATION AND INSURANCE

10.1 CONSULTANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY AN "INDEMNIFIED PARTY") FROM AND AGAINST THIRD-PARTY COSTS, LIABILITY, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, FINES, PENALTIES, PROCEEDING, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS FOR (A) PERSONAL INJURY OR DEATH, (B) REAL OR TANGIBLE PROPERTY DAMAGE MADE UPON THE INDEMNIFIED PARTY, OR (C) UNITED STATES PATENT, COPYRIGHT, OR TRADEMARK INFRINGEMENT ARISING OUT OF, RESULTING FROM, OR RELATED TO, THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT, INCLUDING THEIR EMPLOYEES AND AGENTS RELATED TO SERVICES PROVIDED UNDER THIS AGREEMENT. COUNTY SHALL HAVE THE RIGHT, AT ITS OPTION AND ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONSULTANT OF ANY OF THEIR OBLIGATIONS UNDER THIS ARTICLE X. CONSULTANT SHALL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CONSULTANT OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF THE PROVISION OF SERVICES BY CONSULTANT UNDER THIS AGREEMENT. NOTHING IN THIS ARTICLE SHALL BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE UNDER TEXAS LAW OR ANY AVAILABLE DEFENSES UNDER TEXAS LAW. THE PROVISIONS OF THIS ARTICLE ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO AND DO NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY OTHER PERSON FOR ENTITY. THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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 THE AMOUNT OF FEES PAYABLE TO THE CONTRACTOR UNDER ARTICLE V.
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.

10.2 CONSULTANT shall procure, pay for, and maintain the following coverages during the Term of this Agreement:

**Commercial General Liability** insurance including coverage for the following where exposure exists and for amounts not less than:

1) Premises/Operations  
2) Independent Contractors  
3) Products/Completed Operations  
4) Personal Injury  
5) Contractual Liability

County shall be named as an additional insured on this policy.

- $2,000,000.00 General Aggregate  
- $2,000,000.00 Products/Completed Operations Aggregate  
- $1,000,000.00 Personal Injury per occurrence  
- $1,000,000.00 Each Occurrence

**Statutory Workers’ Compensation** insurance for all employees of CONSULTANT. Employer’s Liability Insurance with limits of liability not less than:

- $500,000.00 Each Accident  
- $500,000.00 Policy Limit for Disease  
- $500,000.00 Each Employee

A waiver of subrogation in COUNTY’s favor is required.

**Commercial Automobile Liability** insurance covering all owned/leased, rented, borrowed, hired and non-owned motor vehicles including fuel transports used in connection with the work being performed under the Agreement with limits of liability not less than:

- $1,000,000.00 Combined Single Limit
County shall be named as an additional insured on this policy.

**Professional Liability** in connection with the Services being performed under the Agreement with limits of liability not less than:

- $1,000,000.00 Per Claim
- $2,000,000.00 Annual Aggregate

a) Coverage shall be continuous during the Term.

b) Coverage, including renewals, shall have the same retroactive date as the original policy applicable to this Agreement.

CONSULTANT shall provide County with Certificates of Insurance and endorsements prior to the approval of this Agreement by County evidencing that the stated coverages have been obtained. Developer is responsible for all premiums and deductibles due pursuant to all of the insurance policies required by this Article X.

When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by County, CONSULTANT shall notify the County of such not less than thirty (30) calendar days prior to the change, if CONSULTANT knows of said change in advance, or ten (10) calendar days’ after the change, if CONSULTANT did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the County at the following addresses with a copy of this Agreement:

- Bexar County Risk Manager
  - Bexar County Manager’s Office
  - 101 W. Nueva St., Suite 901
  - San Antonio, Texas 78205

In addition to any other remedies that County may have, upon CONSULTANT’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, County shall have the right to order CONSULTANT to stop work hereunder, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT performance of the Services required by this Agreement.

It is agreed that CONSULTANT insurance shall be deemed primary with respect to any insurance or self-insurance carried by County for liability of CONSULTANT arising out of operation of this Agreement.
ARTICLE XI
OWNERSHIP/RECORDS RETENTION

11.1 All of CONSULTANT's work produced under this Agreement shall be furnished to and become the property of COUNTY to be used as COUNTY desires, without restriction, upon payment by COUNTY to CONSULTANT for the Services associated with the work produced. CONSULTANT specifically waives and releases any proprietary rights or ownership claims thereto. Notwithstanding the above, CONSULTANT will own its working papers, pre-existing materials and software, as well as any general skills, know-how, process, or other intellectual property (including a non-client specific version of any Deliverables) which CONSULTANT may have discovered or created as a result of the Services.

11.2 CONSULTANT shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to Services provided under the terms of this Agreement for a period of at least four (4) years after the provision of the Services, for such period as may be required by law or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. CONSULTANT shall provide copies of such records to COUNTY upon written request to CONSULTANT. CONSULTANT shall cooperate with COUNTY in the event of an audit or request for records.

ARTICLE XII
NOTICES

12.1 All notices required to be given under this Agreement shall be in writing, and shall either be personally served against a written receipt therefor or given by certified mail, postage prepaid and addressed to the proper party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY: David L. Smith, Bexar County Manager 101 W. Nueva, 10th Floor San Antonio, TX 78205

If to CONSULTANT: Guidehouse Inc. 180 Tysons Blvd. 7th Floor McLean, VA 22102

ARTICLE XIII
ASSIGNMENT

13.1 CONSULTANT may not assign its rights, privileges and obligation under this Agreement, in whole or in part, without the prior written consent of COUNTY.
ARTICLE XIV
APPLICABLE LAW

14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state. Venue for any action (including any action brought under Federal Law in Federal Court) arising hereunder will be in Bexar County, Texas.

14.2 CONSULTANT shall comply with all applicable federal law, regulations, executive orders, policies of the funding source, procedures, and directives, as well as state, county, and city laws, rules, regulations and ordinances applicable to the provision of the Services and the performance of all obligations under this Agreement. CONSULTANT is responsible for identifying, coordinating, and conforming Services to meet those legal and regulatory parameters/constraints, codes and applicable requirements which might be applicable to this Agreement or the Services, including the State of Texas, Department of the Treasury, HUD, HHS, USED, DOJ, FEMA and any other agencies requirements, regulations or guidance that may apply.

ARTICLE XV
REQUIRED CERTIFICATION

15.1 By execution of this Agreement, the undersigned representative of and duly authorized agent for CONSULTANT verifies and represents and warrants that:

   a) In accordance with Texas Government Code § 2252, CONSULTANT is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code and does not enter into contracts, provide goods or services, or otherwise do business with any CONSULTANT identified on the list prepared under the provisions of Section 2252.153 of the Texas Government Code.

15.2 CONSULTANT will take such other acts as may be required by relevant state or federal law.

ARTICLE XVI
ENTIRE AGREEMENT

16.1 This Agreement and the exhibit represent the entire and integrated Agreement between the Parties and supersede all prior negotiations, representations, or agreements, either oral or written.

ARTICLE XVII
AMENDMENT

17.01 No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties. It is expressly acknowledged by COUNSULTANT that no officer or employee of the COUNTY has
any authority to change the terms of this Agreement without approval by the Bexar County Commissioners Court.

ARTICLE XVIII
COMMISSIONERS COURT AUTHORIZATION

18.01 This Agreement was approved by Order of the Commissioners Court dated October 19, 2021 authorizing the County Judge to execute this Agreement on behalf of COUNTY.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals effective this ______ day of October, 2021.

COUNTY OF BEXAR

By: [Signature]
NILSON W. WOLFF
County Judge

GUIDEHOUSE, INC.

By: [Signature]
TODD HOFFMAN
Partner

APPROVED AS TO LEGAL FORM:

Digitally signed by Calderon, Gerard A.
DSC: cm-Calderon, Gerard A., email=gcalderon@bexar.org
Date: 2021.08.15 22:33:05-05'00'

By: GERARD A. CALDERON
Assistant Criminal District Attorney – Civil Division

APPROVED AS TO FINANCIAL CONTENT:

By: [Signature]
LEO S. CALDERA, CFA, CGAP
County Auditor

By: [Signature]
DAVID SMITH
County Manager

Bexar County / Guidehouse, Inc. FY22 First Quarter Agreement
ATTACHMENT “A”

CONSULTANT SERVICES
ATTACHMENT A
Scope of Work

Bexar County is facing unprecedented challenges at the local government level and in the community due to COVID-19. Bexar County recognizes that limited local government resources are not sufficient to accomplish the most effective coordinated response to COVID-19, while continuing to provide mandated and valued County programs in a quickly changing environment. The County is seeking assistance to find the highest and best use for all available federal and state resources and other funding sources that can be allocated through a targeted strategic response to assist with the long-term disaster and economic recovery for the County. This strategic response will encompass assisting Bexar County with placing the community in the best position to manage ongoing emergency response and recovery costs, overcome the economic impacts of COVID-19, and assist Bexar County with finding any appropriate outside funds to replenish the County’s budget and ensure that programs are sustained into the future. To ensure funding is directed to the right purpose with the highest impact, planning will need to be coordinated among County Commissioners and departments, other local governments, and key stakeholders.

Scope of Work

This Statement of Work (SOW) acts as an outline of the services. It provides a general description of the engagement’s Program approach, activities, and deliverables.

Strategy & Technical Assistance

Task 1: Strategy & Funding
Scope:
Support the development of a portfolio strategy that maximizes revenue and allowable reimbursement/expenditures for Bexar County’s response to the COVID-19 pandemic and subsequent economic impacts.

Key Activities:
- Identify funding opportunities from grants allocated in the recent ARPA legislation and other future potential funding sources available to the County
- Provide data to support the County’s decision making, including but not limited to:
  - Applicable grants and funding sources currently available through federal stimulus packages and any additional Federal or State grants, philanthropic and other sources of funding for which the County is eligible
  - Gather publicly available data around population needs, economic needs, and peer programming

Deliverables:
- Identified sources of funding and coordination of benefits

Task 2: Technical Assistance
Scope:
Provide technical assistance to the County to maximize grant funding by tracking and translating funding guidance, program and/or expense eligibility, coordination of benefits, and prevention of duplication of benefits.

Key activities:
- Collaborate with County departments to help coordinate data and document collection to sufficiently complete COVID-19 documentation needed for reimbursement
• Categorize COVID-19 claims based on documentation requirements in coordination with stakeholders from all the necessary departments, and work with these stakeholders to collect and disseminate any necessary data
• Provide assistance to the ARPA Office regarding ARPA, HUD and other funding, as required
• Assist the County with improving the outside agency application process, define required key metrics and Key Performance Indicators (KPI’s) as outlined in the Treasury guidance
• Provide on-call funding guidance and support in identifying eligibility requirements, documentation requirements and procedures for any applicable grant funding source
• Develop clear reporting and tracking mechanisms, forms and/or other tools to meet the high-level requirements for each funding source and expenditure

Task 2.1: Grant Tracking and Approval
The Guidehouse team will implement a three phase Program Development Framework to maximize grant funding from all available sources.

Phase I: Grant Tracking (Phase Owner: Guidehouse)
The Guidehouse team will continue maintaining and updating the Grants Tracker that is posted on Base Camp. Tracking Government grants will help identify other funding options for potential County programs. As part of the Grant Tracking Phase, the Guidehouse team will perform three main tasks (Identify, Inform, Add). The Guidehouse team will continue engaging with our COVID-19 Center of Excellence (COE) team. As additional grants are identified, the Guidehouse team will inform the County by adding them to the Grants Tracker. As Grant related Ad - Hoc inquiries arise, the Guidehouse team will continue to provide research papers to denote our recommendations.

Phase II: Program Review (Phase Owner: Guidehouse)
The Guidehouse team will review and provide recommendations on the County’s outside agency application and Notice of Funding Request (NOFR) before the County publishes the request to the Bexar Community. The ARPA team will complete the first review of all applications. As needed, the Guidehouse team will execute a second review. The team acknowledges the ARPA State and Local Fiscal Recovery fund will be utilized as “funding of last resort”. Guidehouse will assist the County with optimally blending multiple grant funding sources where possible. During our review process, the Guidehouse team will perform four main tasks (Review, Identify, Recommend, Create). Using the Grants Tracker file, the Guidehouse team will identify other funding sources that should be considered first. The team will create Program Scorecards to outline program Eligibility Category levels. Due to the Treasury’s reporting requirements, Guidehouse recognizes how important it is that the County collect the appropriate metrics from the outside agencies based on the predetermined Treasury Expenditure Categories. As needed, the Guidehouse team will assist with the communication efforts to collect this critical information.
Phase III: Program Approval/Denial (Phase Owner: Bexar County)

Bexar County leadership will review the recommended program scorecards. Based on their review, the ARPA Office will add the programs to the Commissioner’s Court agenda as a recommended program. If a recommended program is approved by Commissioner’s Court the Guidehouse team will then work with the program specific POC to obtain information necessary based on the Treasury’s reporting guidelines.

Task 2.2: Preparation of Treasury Reports

The Guidehouse team will prepare the required Treasury reports listed below on behalf of the County. During the reporting process, the Guidehouse team will execute a Treasury Reporting Guidance Process. The Treasury’s grant reporting requirements include detailed and thorough reporting and documentation requirements to ensure funds are used appropriately, prevent fraud and waste, and measure results of the funded programs. Once a program is approved, the Guidehouse team will monitor the programs’ performance and provide the Program POC the necessary metrics templates. Each Treasury expense category has defined metrics requirements. As reporting deadlines approach, our team will collaborate with Bexar County and outside agency POC’s to complete the necessary documentation for funding requirements while keeping Bexar County abreast of legislative changes and approaches of other jurisdictions.

This SOW will cover the creation and submission of the following reports:

<table>
<thead>
<tr>
<th>Report Name</th>
<th>Reporting Period</th>
<th>Due Date</th>
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Task 2.2.1: Implement Project Monitoring and Treasury Reporting Structure

Create and implement a process flow that denotes how Guidehouse will assist the County collect, communicate, and document information needed for the Quarterly Project and Expenditure Reports. The Guidehouse team will assist the County implement a repeatable reporting process to accurately report County approved programs by executing the below key activities.

Key activities:

- **Advisory:**
  - As needed, determine project eligibility
  - Share best practices based on other jurisdictions
  - Perform eligibility research as requested

- **Reporting Tool:**
  - Create an Expenditure Category Reporting Tool that denotes all Treasury requirement metrics
  - Use the Expenditure Category Reporting Tool to identify comprehensive requirement metrics for each project to successfully setup and monitor contracts
• **Contract Assistance:**
  o Review/provide feedback on project contracts to ensure the appropriate metrics are included

• **Monitoring and Communication:**
  o As project metrics are defined, assist the County import the grantee’s project owner’s programmatic data into the established reporting system
  o Assist the County communicate with grantees/project owners to collect programmatic information
  o Continuously monitor and provide interpretation of Treasury guidance to ensure compliance
  o Update static information on the ARPA Website (i.e. Key program details and funding)

• **Collecting and Completing Quarterly Program and Expenditure Report**
  o Collect and compile all reports and necessary documentation from grantees’ project owners
  o Receive final approval of the Quarterly Program and Expenditure Report
  o Provide final submission data to the County Auditor
  o Provide technical assistance to the County Auditor during the submission process
  o Assist the County post the finalized Quarterly Program and Expenditure Report if desired

*Deliverables:*
* Recurring meeting cadence to ensure continuous coordination
* Appeals when funding is denied by the funding agency as required
* Program Scorecard
* Create a reporting and compliance training deck that outlines the Treasury’s reporting requirements
* Create a repeatable process flow to ensure the Quarterly Program and Expenditure Report are submitted on-time with the accurate treasury requirements
* Create a timeline to ensure the next treasury reports are completed and submitted on-time
* Expenditure Category Reporting Tool
* Treasury Quarterly Program and Expenditure Report #1: Treasury Due Date - January 31, 2022

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Name</th>
<th>Hours</th>
<th>Total Cost*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Strategy &amp; Funding</td>
<td>3%</td>
<td>$3,500</td>
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<tr>
<td>2</td>
<td>Grant Tracking and Approval</td>
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<td>2.2.1</td>
<td>Preparation of Treasury Report #1</td>
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<td>NA</td>
<td>Travel</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
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<td><strong>$120,000</strong></td>
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*Estimated costs by task provided for informational purposes only. Actual cost by task may differ from estimates but will not exceed total task order value.
ATTACHMENT “B”

CONSULTANT RATES
Estimated Fees

Though the tasks identified in the SOW are on-going, Guidehouse has developed a cost estimate based on our current understanding of Bexar County’s requirements, keeping in mind the need to remain flexible and scale up or down depending on the level of effort required.

This core Guidehouse team will be comprised of subject matter experts in CARES Act and ARPA funding sources, FEMA PA, grants management and administration, and other specialties and will be supported by an advisory board comprised of experienced thought leaders and distinguished strategic advisors. Our ability to seamlessly reach back to this team of subject matter specialists as needed, and to also bring our advisors in to consult with Bexar County leadership as needed, will enable us to perform more efficiently and with a high degree of insight and innovation.

Proposed Time and Materials (T&M) labor fees beginning October 1, 2021 through January 31, 2022 and a travel budget of $2,000 is included for a total not to exceed budget of $120,000. Our rate card is provided below.

<table>
<thead>
<tr>
<th>POSITION</th>
<th>RATE</th>
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<tbody>
<tr>
<td>Subject Matter Expert</td>
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<td>Partner</td>
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<td>Associate III</td>
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<tr>
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<tr>
<td>Recovery Analyst II</td>
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<tr>
<td>Recovery Analyst I</td>
<td>$65.00</td>
</tr>
</tbody>
</table>
ATTACHMENT “C”

MONTHLY BILLING FORMAT

All invoices will be itemized and include the following:

1. The date of the work
2. The person’s name and title who performed the work
3. A description of the work performed
4. The hours spent on the day performing the work
5. The total dollar amount for the entry
6. Which deliverable category in Attachment “A” the work is attributed toward
7. The monthly bills should also show the percentage of work toward the deliverable which has been completed and the amount remaining