

**COOPERATIVE PURCHASING AGREEMENT
PROFESSIONAL PLANNING AND CONSULTING SERVICES**

THIS AGREEMENT is made this the 28 day of June 2011, by and between the **FORT BEND COUNTY, TEXAS**, located at 301 Jackson Street, Richmond, TX 77469 (hereinafter referred to as ("CLIENT")) and **SCIENCE APPLICATIONS INTERNATIONAL CORPORATION** (hereinafter referred to as ("CONTRACTOR")), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, the Houston-Galveston Area Council (HGAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments Districts, Authorities, and qualifying Not-for-Profit Corporations.

WHEREAS, Science Applications International Corporation acting as an independent Contractor, is a Contractor with extensive experience in providing disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standards of care practiced by professionals performing similar services.

WHEREAS, the Client wishes to enter into an exclusive contractual agreement with Science Applications International Corporation to provide professional planning and consulting services in accordance with the HGAC Invitation to Bid No. EN06-10 dated February 8, 2010.

WHEREAS, the services provided include, but are not limited to, Security, Disaster Preparedness and Emergency Response & Recovery Services, and

WHEREAS, Science Applications International Corporation wishes to provide said services to Client in accordance with and as set forth in the Beck Disaster Recovery, Inc. (now the BDR Division of Science Applications International Corporation) proposal submitted to HGAC dated March 9, 2010 (See Exhibit A, Scope of Services and Exhibit B, Hourly Labor Rates), which exhibit is hereby incorporated and made a part of this Agreement.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with disaster preparedness and emergency response & recovery services as described in the Scope of Services attached as Exhibit A. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order prior to commencing work.
2. **Term:** The term of this Agreement shall begin on the date written above through May 31, 2013 with automatic annual renewals, unless either party elects to withdraw.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with

respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.
6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on either a fixed fee basis or the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement.
8. **Compensation:** Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

Client shall pay Contractor in accordance with paragraph 7 above, "Fee for Services" (Exhibit B) which is attached and incorporated herein by reference as part of this Agreement.

Contractor shall submit monthly invoice for services rendered.

Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Contractor will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Contractor and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to mediation as provided below. Additional

charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Contractor, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

All invoices shall be delivered to:
Jeff D. Braun, Emergency Management Coordinator
Fort Bend County
Office of Emergency Management
307 Fort Street
Richmond, TX 77469
braunjef@co.fort-bend.tx.us

In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the Client. Such statement shall serve as certification that all services have been properly performed and all charges and costs have been invoiced to the Client. Upon submission of the Final Invoice, Client's account with Contractor will be closed and any and other further charges if not properly included on the Final Invoice shall be considered waived by the Contractor.

9. **Indemnity:** Contractor shall save harmless the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from a negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from all expenses, including attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, his agents, or employees.
10. **Insurance:** Prior to commencement of the services, Contractor shall furnish Client with evidence of all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Client. Contractor shall maintain such insurance coverage from the time services commence until services are completed. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas.
 - a) Contractor shall obtain such insurance of the following types and minimum limits:
 - i. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- iv. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - v. Professional Liability insurance with limits not less than \$1,000,000
- b) Client and the members of Commissioners Court shall be named as additional insured to all required coverage. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of Client and members of Commissioners Court.
 - c) If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion and (b) Contractor shall not be liable to Client for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, or breach of contract or contribution shall not exceed one million dollars (U.S. \$1,000,000).
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance

under this Agreement.

17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to litigation.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:

County Judge
Fort Bend County
301 Jackson Street, Suite 719
Richmond, TX 77469
281.341.8608

Jeff D. Braun, Emergency Management Coordinator
Fort Bend County
Office of Emergency Management
307 Fort Street
Richmond, TX 77469
281.342.6185
braunjef@co.fort-bend.tx.us

Contractor:

Betty Kamara, Contract Administrator
2301 Lucien Way, Suite 120
Maitland, FL 32751
407.803.2551
betty.v.kamara@saic.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Texas. The venue for any and all legal action necessary to enforce the

Agreement shall be Fort bend County.

22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
23. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
25. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
26. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as

of the date of the Agreement.

30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.
31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.
32. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
SCIENCE APPLICATIONS
INTERNATIONAL CORPORATION

By: Betty Kamara
Title: Contract Administrator
Date: 6/20/11

ATTEST:

Jonathan Burgiel
Vice President

CLIENT:
FORT BEND COUNTY, TEXAS

By: Robert Hebert
Title: County Judge
Date: June 28, 2011

ATTEST:

Dianne Wilson
County Clerk

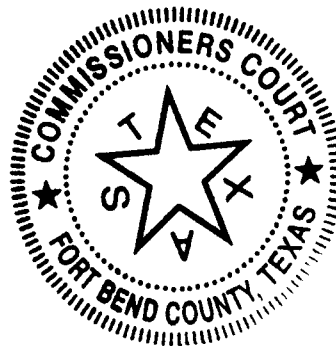


EXHIBIT A SCOPE OF SERVICES

Debris Program Management Consulting Services

The BDR Division of SAIC's experience in disaster field monitoring and management services dates back to 1989, when we assisted clients in the Caribbean and South Carolina with recovering from Hurricane Hugo. In the 19 years since, SAIC has helped more than 177 clients recover from the damaging effects of hurricanes, tropical storms, floods and ice storms across the country. SAIC has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over *62 million cubic yards of debris*, as well as the demolition of uninhabitable residential structures. *We have assisted local governments in obtaining over \$2 billion in reimbursement funds.*

Table D-1: Debris Monitoring Consulting Services

Service Offering	Description
Collection Monitoring	Overseeing the debris collection process, including truck certification, route development, ticket preparation and documentation for Federal Emergency Management Agency reimbursable loads.
Disposal Monitoring	Monitoring the debris disposal operations including providing the volumetric measurement of incoming loads, authorizing tickets and completing the documentation required for FEMA reimbursable loads.
Hazardous Waste Collection, Disposal and Monitoring	Designing hazardous material removal programs that efficiently address specific emergency situations including animal carcass removal, asbestos-laden building material removal, Freon unit removal and paint and chemical segregation and removal.
Leaner/Hanger/Stump Removal Monitoring	Surveying, documenting and monitoring the removal of leaning trees, hanging limbs and stumps.
Temporary Debris Storage and Reduction Site Environmental Support	Attaining all documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of Temporary Debris Storage and Reduction Site locations.
Right-of-Entry Administration	Reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property. This includes eligibility reviews, property surveys, monitoring and providing public information.
Waterway Debris Removal Monitoring	Monitoring and providing the documentation of debris removed from navigable and other inland waterways.
Data Collection/ Management/Billing/Invoicing	Developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum possible reimbursement and proper purchase order management.

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Data Management	SAIC provides a wealth of web-enabled data management system to provide a cradle to grave life cycle data management for a program or specific disaster. Architected to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time. SAIC has also proven attempt at creating system that leverage external databases and provide a single interface to the user using such techniques as web services.
Customer Information/Citizen Hotline/Community Relations	Advising the general public about important information regarding procedures associated with debris collection and removal and providing updates about the operational progress being made to restore the community.

EXHIBIT B
FEE FOR SERVICES

Hourly Rates

To the extent that Client requests SAIC's assistance, the following positions and hourly rates shall apply. The fees for these services can be provided to Client on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced to Client as follows: 1) Travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) Lodging and per diem incidentals shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) Mileage shall be invoiced at the federally published rate; 4) Field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 5) other required non-labor expenses as may be applicable to the project and pre-approved by SAIC and Client.

Debris Monitoring Consulting Services Hourly Rates	
Category	Hourly Rates
Field Project Manager	\$95.00
GIS Operator	\$78.00
Deputy Field Project Manager	\$75.00
Operations Manager	\$70.00
Data Manager	\$65.00
Field Supervisor	\$65.00
Billing/Invoice Manager	\$65.00
Billing/Invoice Analyst	\$60.00
Disposal Site Monitor	\$40.00
Collection Monitor	\$40.00
Citizen Drop-Off Site Monitor	\$40.00
Project Coordinator	\$35.00
Load Ticket Data Entry Clerk	\$35.00
Call Center Staff	\$35.00