COMMITTEE ON HOUSE ADMINISTRATION 118th CONGRESS

A RESOLUTION

COMMITTEE RESOLUTION 118-36

A Resolution to Adopt a Committee Consultant Contract Agreement

Be it resolved, that the Committee on House Administration hereby adopts a certain Committee Consultant Contract Agreement with 5 Stone Intelligence, Inc., appended hereto, under the authority of clause 1(k)(3) of rule X of the Rules of the House of Representatives and pursuant to 2 U.S.C. § 4301, and that the Chairman is hereby authorized to convey the Committee's approval thereof.

118th Congress - Second Session

COMMITTEE CONSULTANT CONTRACT AGREEMENT Pursuant to 2 U.S.C. § 4301

THIS AGREEMENT is made and entered into on June 3, 3024 by and between the Committee on House Administration of the U.S House of Representatives, hereinafter referred to as the Committee, and 5 Stones intelligence, Inc., hereinafter referred to as the Consultant, subject to the approval of this Agreement by the Committee on House Administration of the U.S. House of Representatives.

It is hereby agreed that the Committee, under the authority of House Rule X, adopted by the 118th Congress on January 9, 2023, and any subsequent House committee funding authorization, retains the Consultant to render the following services:

Consultant will analyze all electronic communications, surveillance footage and transcripts of any/all interviews as necessary to evaluate the response of the Capitol Police as it relates to the events of Jan 6, 2021. Consultant will conduct forensic analysis of electronic captures to authenticate their integrity and confirm they are in an unaltered, and original condition. The Consultant review will make an assessment and draw reasonable conclusions on the Capital Police response on this day. 5Si will require access to the internal documents as it relates to the Capitol Police to include: training instructions, policies and procedures, Pre-event operational plans, Pre-event access control procedures, Intelligence reports shared by Other Government Agencies, Command Center Logs.

The Consultant is to act as an independent contractor and is not an employee of the Committee. It is understood, however, that the Chair of the Committee, reserves the right to terminate this Agreement at any time. In such cases, the payment shall be based upon work performed.

The Committee further agrees to pay the said Consultant for all such contractual services rendered a sum not to exceed \$250,000. It is further agreed that payment for such contractual services may be paid on a partial basis from time to time and in such amounts as the Chair of the Committee may approve.

The Consultant further agrees and warrants that it:

- 1. Has not employed any person to solicit or obtain this Agreement for any commission, percentage, brokerage, or contingent fee.
- 2. Will hold the Government harmless from liability in performance.
- 3. Will release no information obtained in carrying out this Contract Agreement without prior consent of the Committee.
- 4. Will not subcontract or assign elsewhere any of the work or service involved without

prior consent of the Committee.

- 5. Will not discriminate in its performance of this Agreement because of race, color, religion, sex (including marital or parental status), sexual orientation, gender identity, disability, age, or national origin; or commit an act of sexual harassment.
- 6. Will not use the position attendant to this Agreement to represent, lobby or advocate to the benefit of any other client or themselves with respect to any other matter pending before the Committee or the House of Representatives during the term of this Agreement.
- 7. Will abide, during the term of this Agreement, by House Rule XXIII, Clause 20(b), which applies clauses 1, 2, 3, 4, 8, 9, and 13 of the House Code of Official Conduct to Committee Consultants.
- 8. Will not lobby the Committee or the members or staff of the Committee on any matter; but may lobby other Members and staff of the House on matters outside the jurisdiction of the Committee.

Clauses 6, 7 and 8 above apply to the individual consultants and to individuals assigned by an organization of consultants to perform services related to this contract.

The Consultant further agrees that this Agreement will end no later than <u>December 31, 2024</u>. No Member or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

(B) S/+	
By:	By: Brian Talay
Chairman Bryan Steil	By: <u>Brian Talay</u> Brian Talay, CEO
Date: 6/3/24	Date:5/31/2024
Approved by the Committee on House	Administration of the U.S. House of Representatives.
Do Stut	·
Chairman Bryan Steil	
Date Approved: 6/3/24	