

## APPENDIX D to DIR Contract No. DIR-TSO-4099

### Gartner, Inc. Services Agreement for FORT BEND COUNTY (“Customer”)

This Service Agreement (“**SA**”) and DIR Contract No. DIR-TSO-4099 constitutes the complete agreement between **Gartner, Inc.** of 56 Top Gallant Road, Stamford, CT 06904 (“**Gartner**”) and Customer for the Services (as defined below). The SA is based upon and governed by the Contract for Services with the State of Texas Department of Information Services (“**DIR**”) Contract No. DIR-TSO-4099, between Gartner and DIR, the terms of which are incorporated by reference for use by the Customer. The General Terms contained herein and all applicable Vendor Services Descriptions shall apply to this SA and shall be effective when signed by both parties. Customer agrees to subscribe to the following Services for the term and fees set forth below. All fees shall be as set forth in Appendix C of DIR Contract No. DIR-TSO-4099.

#### 1. DEFINITIONS AND ORDER SCHEDULE

**a. Services** are the subscription-based research and related services purchased by Customer in the Order Schedule below and described in the Service Descriptions.

**b. Service Descriptions**, the terms of which are incorporated by reference, are attached to this SA and describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service.

Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Customer adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

#### Summary of Services for FORT BEND COUNTY

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Executive Programs Leadership Team Plus	Leader	1	Robyn Doughtie	01-NOV-2023	31-OCT-2024	\$107,910.00	\$107,910.00
Executive Programs Leadership Team Plus	Cross Function Member	3	Beverly Chance, Saira Nuzhat, Lee Powell	01-NOV-2023	31-OCT-2024	\$91,740.00	\$91,740.00
Executive Programs Leadership Team Plus	Advisor Member	1	Jahan Tolliver	01-NOV-2023	31-OCT-2024	\$42,318.00	\$42,318.00
				Term Total	(Excluding applicable taxes)		\$241,968.00
Executive Programs Leadership Team Plus	Leader	1	Robyn Doughtie	01-NOV-2024	31-OCT-2025	\$113,306.00	\$113,306.00
Executive Programs Leadership Team Plus	Cross Function Member	3	Beverly Chance, Saira Nuzhat, Lee Powell	01-NOV-2024	31-OCT-2025	\$96,327.00	\$96,327.00
Executive Programs Leadership Team Plus	Advisor Member	1	Jahan Tolliver	01-NOV-2024	31-OCT-2025	\$44,434.00	\$44,434.00
				Term Total	(Excluding applicable taxes)		\$254,067.00
Executive Programs Leadership Team Plus	Leader	1	Robyn Doughtie	01-NOV-2025	31-OCT-2026	\$118,972.00	\$118,972.00

Executive Programs Leadership Team Plus	Cross Function Member	3	Beverly Chance, Saira Nuzhat, Lee Powell	01-NOV-2025	31-OCT-2026	\$101,145.00	\$101,145.00
Executive Programs Leadership Team Plus	Advisor Member	1	Jahan Tolliver	01-NOV-2025	31-OCT-2026	\$46,656.00	\$46,656.00
				Term Total	(Excluding applicable taxes)		\$266,773.00
				Total Services:	(Excluding applicable taxes)		\$762,808.00

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## 2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs Leadership Team Plus Leader	<a href="http://sd.gartner.com/sd_ep_team_plus_leader.pdf">http://sd.gartner.com/sd_ep_team_plus_leader.pdf</a>
Executive Programs Leadership Team Plus Advisor Member	<a href="http://sd.gartner.com/sd_ep_team_plus_advisor.pdf">http://sd.gartner.com/sd_ep_team_plus_advisor.pdf</a>
Executive Programs Leadership Team Plus Cross Function Member	<a href="http://sd.gartner.com/sd_ep_team_plus_cf.pdf">http://sd.gartner.com/sd_ep_team_plus_cf.pdf</a>

## 3. PAYMENT TERMS

Gartner will invoice Customer in advance for all Services. Payment shall be in accordance with Section 7 of Appendix A of the DIR Contract DIR-TSO-4099.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Customer will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect.

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4. CUSTOMER BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Name

Invoice Recipient Email

Invoice Recipient Tel. No.

5. AUTHORIZATION  
State of Texas Customer:

Gartner, Inc.

DocuSigned by:  
Melissa McKay  
38838E34258B4E6...

October 30, 2023

Signature/Date

Signature/Date

Melissa McKay                      Manager

Print Name and Title

Print Name and Title

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## General Terms and Guidelines for Vendor's Services

1. This SA for subscription-based research and related services (the "**Services**") is subject to Section 8.B. of Appendix A of the DIR Contract No. DIR-TSO-4099.
2. **Services** are the subscription-based research and related services described herein. Service Descriptions, Names and Levels of Access are as detailed for each product offering. Vendor may periodically update the names and the deliverables for each Service.
3. **Modification of Services by Vendor.** In order to remain current and timely in its Service offerings, Vendor may make minor modifications from time to time in the content of any Service. If Vendor discontinues any Service in its entirety, Customer may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.
4. **Licensed User** is the individual named in the Customer Purchase Order who is licensed to use the Services. Customer will limit access to the Services to the agreed upon number of Licensed Users.
5. **Ownership and Use of the Services.** Vendor owns and retains all rights to the Services not expressly granted to Customer. Only the individuals named in the Customer Purchase Order (each a "**Licensed User**") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Customer agrees to review and comply with the **Usage Guidelines for Gartner Services ("Guidelines")**, which are accessible to all Licensed Users via the "Policies" section of [www.gartner.com](http://www.gartner.com). Among other things, these Guidelines describe how Customer may substitute Licensed Users, excerpt from and/or share Vendor research documents within the Customer organization, and quote or excerpt from the Services externally. Customer may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Vendor's prior written permission. Licensed Users may not reproduce or distribute the Services externally without Vendor's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Customer.

Customer may excerpt from the Services for external use only if Customer obtains the prior written approval of Gartner Quote Requests, at [quote.requests@gartner.com](mailto:quote.requests@gartner.com). Any approved external use of the Services must comply with Vendor's *Copyright and Quote Policy* which may be viewed on the Gartner Vendor Relations section of [www.gartner.com](http://www.gartner.com). Services may not be stored by Customer on any information storage and retrieval system.

6. **Access to the Services.** ID's for access to Vendor Core Research and Analyst Inquiry may not be shared. Access to the Services is restricted to the number of named individuals (each a "Licensed User") as identified in the Customer Purchase Order.
7. **Monitoring of Usage.** Customer acknowledges and agrees to inform all Licensed Users that Vendor may monitor activity on Vendor's web site, including access to, and use of, the Services by individuals. Upon request, Customer agrees to provide Vendor with assurance from a responsible party (or other relevant evidence) of compliance with these usage terms.
8. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CUSTOMER RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. VENDOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CUSTOMER MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CUSTOMER UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.
9. **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Texas, without reference to its conflict of law principles, venue for disputes shall be Travis County, Texas.
10. **Customer Confidential Information.** To the extent allowable under the Texas Public Information Act, Vendor agrees to keep confidential any Customer-specific information communicated by Customer to Vendor that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Vendor; (3) entered the public domain through no fault of Vendor subsequent to Customer's communication to Vendor; (4) is in Vendor's possession free of any obligation of confidence at the time of Customer's communication to Vendor; or (5) is communicated by the Customer to a third party free of any obligation of confidence. Additionally, Vendor may disclose such information to the extent required by legal process. Customer acknowledges that Vendor is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Vendor's research, analysis or consulting organization(s) from other sources.

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**Certificate Of Completion**

Envelope Id: CFB5E3D66864434B86431B2B2CAC571E

Status: Completed

Subject: Complete with DocuSign: Q.230678.pdf

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 4

Melissa McKay

AutoNav: Disabled

56 Top Gallant Road

Envelope Stamping: Disabled

Stamford, CT 06904

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

melissa.mckay@gartner.com

IP Address: 47.205.141.66

**Record Tracking**

Status: Original

Holder: Melissa McKay

Location: DocuSign

10/30/2023 7:47:59 AM

melissa.mckay@gartner.com

**Signer Events**

Melissa McKay

melissa.mckay@gartner.com

Manager

Gartner, Inc.

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



38838E34258B4E6...

Signature Adoption: Pre-selected Style

Using IP Address: 47.205.141.66

**Timestamp**

Sent: 10/30/2023 7:48:23 AM

Viewed: 10/30/2023 7:48:29 AM

Signed: 10/30/2023 7:49:05 AM

Freeform Signing

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/30/2023 7:48:23 AM

Certified Delivered

Security Checked

10/30/2023 7:48:29 AM

Signing Complete

Security Checked

10/30/2023 7:49:05 AM

Completed

Security Checked

10/30/2023 7:49:05 AM

**Payment Events****Status****Timestamps**



## COUNTY ATTORNEY

Fort Bend County, Texas

**BRIDGETTE SMITH-LAWSON**

County Attorney

(281) 341-4555

Fax (281) 341-4557

### **Attorney/Client Privileged Document**

### **REVIEW FORM**

On October 30, 2023, the County Attorney's Office reviewed the following:

Appendix D to DIR Contract No. DIR-TSO-4099, Gartner, Inc. Services Agreement for FORT BEND COUNTY for specified services generally concerning Executive Programs Leadership Team Plus, with a combined term from November 1, 2023 through October 31, 2026, and in the total amount of \$762,808.00.

**Comments:**     **Approved as to legal form provided that the purchase order contains the following:**

1.     **Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:**
  - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against

a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

2. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.



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Andrew Wipke  
Assistant County Attorney