STATE OF TEXAS §

SCOUNTY OF FORT BEND §

### ADDENDUM TO GARTNER GROUP, INC.'S PROPOSAL Pursuant to DIR Contract #DIR-CPO-4927

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Gartner Group, Inc, ("Gartner"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Gartner's Proposal (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, regarding the purchase of strategic planning services (the "Services"); and

WHEREAS, County desires that Gartner provide Services as will be more specifically described in this Agreement; and

WHEREAS, Gartner represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize the Department of Information Resources ("DIR") Contract #DIR-CPO-4927, which is incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

#### **AGREEMENT**

- 1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
- 2. **Scope of Services.** Subject to this Addendum, Gartner will render product and/or Services to County as described in Exhibit A and in accordance with the requirements and specifications of DIR Contract #DIR-CPO-4927, incorporated herein by reference. Specifically, in accordance with DIR-CPO-4927 with regards to Use of Deliverables, the contract, provides exclusive ownership to County of any and all deliverables under the Statement of Work. The parties agree that the ownership clause does not apply to any Work Products that are not pursuant to this contract and/or were created or developed prior to the Effective Date of the contract. Therefore, since the definition of Work Products is limited to deliverables, delivery teams shall take care not to include any Gartner proprietary material into deliverables called for under the Statement of Work.

- 3. **Term**. The term of the Agreement is effective as of the date signed by all parties and shall expire no later than 180 days thereafter, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
- 4. Payment; Non-appropriation; Taxes. Payment shall be made by County within thirty (30) days of receipt of invoice. Gartner may submit invoice(s) electronically in a form acceptable to County via: <a href="majorage-apauditor@fortbendcountytx.gov">apauditor@fortbendcountytx.gov</a>. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, Texas GOVERNMENT CODE.
- 5. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Gartner only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County's Travel Policy with those reimbursement limits is attached hereto as Exhibit B.
- 6. Limit of Appropriation. Gartner clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Fifty-Five Thousand and 00/100 dollars (\$255,000.00), specifically allocated to fully discharge any and all liabilities County may incur. Gartner does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Gartner may become entitled to and the total maximum sum that County may become liable to pay to Gartner shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Fifty-Five Thousand and 00/100 dollars (\$255,000.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
- 7. **Public Information Act.** Gartner expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Gartner shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the

reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

- 8. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Gartner for any reason are hereby deleted. In accordance with DIR Contract DIR-CPO-4927, Paragraph 10.12, except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Gartner or its employees, Gartner's total liability arising out of the Agreement and the provision of the Services shall be limited to two times (2X) the fees paid by County under the specific Statement of Work for which such liability arises.
- 9. Applicable Law; Arbitration; Attorney Fees. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Gartner in any way associated with the Agreement. In no event will the execution of this Agreement be considered a waiver by County of any applicable statute of limitations under Texas law.

#### 10. Insurance.

- A. Prior to commencement of the Services, Gartner shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Gartner shall provide certified copies of insurance endorsements and/or policies if requested by County. Gartner shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Gartner 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, and shall obtain such insurance of the following types and minimum limits:
  - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - 2. 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.

- 3. 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.
- 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Gartner shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Gartner 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 the work under this Contract is completed.
- D. Gartner shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Gartner.
- 11. **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, Gartner hereby verifies that Gartner 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, Gartner 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, Gartner 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, Gartner 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.
- 12. **Modifications and Waivers**. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
- 13. **Human Trafficking**. BY ACCEPTANCE OF CONTRACT, GARTNER 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.
- 14. **Use of Customer Name**. Gartner may use County's name without County's prior written consent only in any of Gartner's customer lists, any other use must be approved in advance by County.
- 15. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract #DIR-CPO-4927, then the terms and conditions of DIR Contract #DIR-CPO-4927 controls to the extent of the conflict.
- 16. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 17. **Inspection of Books and Records**. Gartner will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Gartner for the purpose of

- verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
- 18. **Captions**. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
- 19. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
- 20. **County Data**. Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
- 21. Compliance with Laws. Gartner shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Gartner shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. Gartner in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- 20. **Non-solicitation of Employees**. During the term of this Agreement, County agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Gartner; provided, that a general solicitation to the public for employment is not prohibited under this section.
- 21. **Independent Contractor**. In the performance of work or services hereunder, Gartner shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Gartner or, where permitted, of its subcontractors. Gartner and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
- 22. **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
- 23. **Remote Access.** As applicable, if Gartner requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Gartner's Services, except as otherwise agreed by the parties and approved by the County's Director of

Information Technology and Chief Information Officer in writing, the below requirements must be met before Gartner is granted remote access to County Systems:

- (A). Gartner will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). Gartner will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Gartner will not access County Systems via unauthorized methods.
- (C). Gartner's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for Gartner to provide Services to County pursuant to this Agreement.
- (E). Gartner will allow only its Workforce approved in advance by County to access County Systems. Gartner will promptly notify County whenever an individual member of Gartner's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Gartner will keep a log of access when its Workforce remotely accesses County Systems. Gartner will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of Gartner's Workforce is provided with remote access to County Systems, then Gartner's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Gartner to comply with this Section may result in Gartner and/or Gartner's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Gartner, is under the direct control of Gartner, whether or not they are paid by Gartner and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY	GARTNER GROUP, INC Lim Blimka	
KP George, County Judge	Authorized Agent – Signature	
	Kim Blimka	
Date	Authorized Agent- Printed Name	
	Contracts Specialist	
ATTEST:	Title	
	January 30, 2025	
Laura Richard, County Clerk	Date	
Information Technology Department		
AUDITOR	'S CERTIFICATE	
I hereby certify that funds in the amount of \$_ of Fort Bend County within the foregoing Agr		
_		
R	Robert Ed Sturdivant, County Auditor	
Exhibit A: Gartner's Proposal Exhibit B: Travel Policy		

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it-100374).docx bo



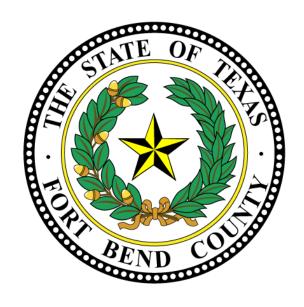
# Exhibit A

## Fort Bend County, Texas

# IT Strategy Proposal

9 December 2024

Engagement Number: 660004882 | Version # 1.0





### **Cover Letter**

### Dear Robyn:

Gartner, Inc. (Gartner) is pleased to provide Fort Bend County with this Proposal for IT Strategy services. Gartner understands the importance of this effort in order for Fort Bend County to formally document a countywide IT Strategic Vision across all IT departments and provide a public-facing executive report in 2025.

- Gartner will support Fort Bend County's goals by conducting a rapid and iterative process to develop a tailor-made strategic vision document and executive report of Fort Bend County's specific vision, goals, priorities, upcoming key initiatives, etc.
- Gartner Consulting resources have experience and well-established methodology to facilitate workshops, gather information, and develop strategic documents and executive reports.
- Gartner Consulting has the resources and capacity to rapidly develop strategy on a page documents (5), a countywide strategic vision document, and a public-facing executive report in an effective and efficient manner.
- Gartner Consulting leverages the power of Gartner's actionable and objective insight, combining it with custom analysis and on-the-ground support, to help client
  organizations such as Fort Bend County make faster, smarter decisions and achieve stronger performance on the organization's mission-critical priorities.

Our offer is valid for 45 days from the submission date. If this Proposal represents your requirements, please arrange for a duly authorized signatory to sign the Authorization page and return the entire Proposal via email to your point of contact, **Christina Johnson**, Associate Partner at **Christina.Johnson@gartner.com** or via phone at **909-438-1888**.

We thank you for this opportunity and look forward to assisting Fort Bend County with this key initiative.

Sincerely,

William Wong

Sr. Managing Partner, Gartner Consulting



### **Table of Contents**





## **Executive Summary**



# With focus on impact, Gartner delivers actionable outcomes and value to Fort Bend County



## Fort Bend County Context

- Fort Bend County worked with Gartner Research to identify key strategic vision and priorities for the county
- Fort Bend County would like to develop an IT Strategy on a Page for each of its 5 IT Departments (Applications, Enterprise, Cybersecurity, Project Management, and Operations) and roll these strategies into one overarching IT Strategic Vision document for the county
- Additionally, Fort Bend County would like to craft a public-facing executive report highlighting the county's strategic vision, priorities and initiatives, key accomplishments, etc.



### **How Gartner Will Help**

- Gartner will support Fort Bend County's goals by conducting a rapid and iterative process to develop the following documents
  - Strategy on a Page documents for each of the 5 IT Departments (Applications, Enterprise, Cybersecurity, Project Management, and Operations) highlighting key vision, priorities, and initiatives
  - Countywide IT Strategic Vision document articulating the county's overall IT strategy, vision, priorities, initiatives, and relevant case studies across all departments
  - A public-facing CIO's IT Executive
     Report articulating the county's overall IT strategic vision, priorities, initiatives, key successes and metrics, etc.



### **Benefits to be Achieved**

- Tailor-made strategic vision document and executive report of Fort Bend County's specific goals and priorities
- Rapid and iterative process that efficiently incorporates the activities, outputs, and knowledge already compiled through Gartner Research with additional workshops and meetings to develop formal strategic documents and report
- Completed documents by the end of March 2025 to meet internal goals and milestones



# **Value Proposition for Fort Bend County**



# **Proof points below substantiate the differentiated benefits Fort Bend County will achieve with Gartner**

Gartner Differentiation	Proof Points	Impact for Fort Bend County
Fort Bend County Goals Develop a single countywide IT Strategic Vision	<ul> <li>Gartner Consulting resources have experience and well-established methodology to facilitate workshops, gather information and develop strategic documents and executive reports.</li> <li>Gartner has the resources and capacity to quickly develop strategy on a page documents, a countywide strategic vision document, and executive report in a short period of time.</li> </ul>	<ul> <li>Accelerated timeline that enables Fort Bend County receipt of key outputs by end of March 2025.</li> <li>Decreased risk and assurance of independence and objectivity so that strategic vision and priorities are well-established, and initiatives highlight the value to the county's vision and goals.</li> </ul>
Solution Research-aligned consulting approaches to meet targeted mission-critical priorities	<ul> <li>Gartner equips leaders with the right tools and templates and forward-thinking expert insights.</li> <li>Gartner Consulting works hand in hand with our Research and Advisory counterparts to ensure consistency and alignment in tasks and activities so that Fort Bend County will not need to duplicate efforts, activities, and messaging.</li> </ul>	<ul> <li>More effective use of your resources and reduces potential rework or wasted effort.</li> <li>Proven, research-based templates and recommendations tailored to your circumstances, positioning Fort Bend County for successful project outcomes.</li> </ul>
People Seasoned experts that have mitigated risks and driven success for your peers	<ul> <li>Gartner consultants combine the power of Gartner's actionable, objective insight with custom analysis and on-the-ground support.</li> <li>We have a deep bench of consultants and experts ready to support our clients throughout engagements.</li> </ul>	<ul> <li>Increased credibility and confidence in project results.</li> <li>Tailored recommendations backed by continuously refreshed real-world experience, intellectual property and expertise.</li> </ul>
Power of Gartner Research, Independence and Objectivity  Watch this short video to learn more about Gartner's Value Proposition.	<ul> <li>Gartner Consulting serves senior executives leading technology-driven strategic initiatives leveraging the power of Gartner's actionable, objective insight.</li> <li>By operating independently from vendors and systems integrators, and choosing not to perform software implementation, we guarantee objectivity.</li> <li>Gartner is the only IT and business consulting firm with an Office of the Ombuds, ensuring our objectivity.</li> </ul>	<ul> <li>Trusted insight based on market-leading research.</li> <li>Data-driven advice enables optimized technology investments and stronger performance on your mission-critical priorities.</li> <li>Decision-making confidence that recommendations are objective and free of bias.</li> </ul>



# Gartner delivers independent, objective, accurate and rigorously researched insights

For more than 45 years, Gartner has been the leading source of independent insight and advice regarding information technology. We are solely focused on the objectives of this engagement and the current and long-term goals of Fort Bend County.



### **Recommendations without Influence**

Our recommendations are produced without the influence or approval of outside investors, shareholders, organizations or directors. We possess no relationships or biases toward any vendor, service provider or third-party organization and no downstream technology implementation or services work is performed.

This means there are no conflicts or commercial factors that would unduly influence our work. The recommendations we make are based solely on what we believe will satisfy your mission-critical priorities and achieve the greatest success for your organization.



### **Independent Advice from Strategy to Execution**

Our consulting solutions provide specific, practical and impartial advice at all points of the journey from strategy to execution.

Recommendations detailed within the project deliverables clearly articulate how we arrived at our conclusions. Each recommendation both answers the specific questions asked of us and enables maximum benefit to the client.



### **Avoidance of Conflicts of Interest**

We leverage a consistent and proven risk management process on a global basis to avoid conflicts of interest on engagements.

Our strict, companywide Conflict of Interest policy ensures associates are aware of their responsibilities with regard to their professional conduct. Gartner is the only research organization of its kind equipped with an Ombuds Office designed to protect independence, objectivity and accuracy.

### **Statement of Work**

The Statement of Work section, which is incorporated into the Proposal, sets forth Gartner's detailed technical approach, schedule, staffing and assumptions.



### **Approach Overview**

### The approach will be quick and iterative with overlapping tasks

<b>Project Planning</b>	&	
Kickoff		

#### **Gartner Activities**

- Conduct pre-planning workshop, identify required workshops and key stakeholders
- Pre-schedule all workshops for the engagement
- Conduct data gathering, artifact review, and interview and workshop preparation and scheduling
- Create and align on deliverable templates and sections for Gartner, Fort Bend County, and areas with joint responsibilities
- Hold a formal kickoff meeting

#### **Deliverables**

- Kickoff meeting materials
- Project schedule

### **Develop IT Group Strategies**

- Facilitate a visioning and prioritization workshop with CIO
- Create one-pager Vision Statement and Strategic Priorities for CIO and leadership team review and approval
- Facilitate workshops with each IT Department (Applications, Enterprise, Cybersecurity, Project Management, and Operations)
- Develop one-page vision and strategic priority for each IT group
- Conduct up to 5 refinement workshops
- Submit all strategy documents to IT Groups and CIO for final approval of content and layout
- Strategy on a Page (5, one per department)

### **Develop County IT Strategic Vision**

- Draft the IT Strategy document and identify gaps, areas for graphics, and tasks (~20 pages)
- Conduct initiative review and prioritization workshop to align initiatives and priorities
- Identify case studies to highlight the value of each of the initiatives
- Submit draft IT Strategy document for review and feedback
- Incorporate initial feedback into the Strategy document
- Facilitate "page-turn" walk-through and apply final edits
- Provide document to Fort Bend county for any remaining final formatting and publication
- Countywide IT Strategy Vision document

### **Develop CIO's Executive Report**

- Gather inputs for each section
- Develop content based on Gartner research, expertise, and information provided by Fort Bend
- Conduct up to 4 workshops to clarify and fill in the gaps
- Develop draft and submit to Fort Bend County for review (~ 60 pages)
- Conduct refinement workshop and incorporate feedback
- Work with Fort Bend County to incorporate desired graphics
- Prepare final executive report and conduct "page-turn" walk-through and apply final edits
- Submit document to Fort Bend for formatting finalization and publication
- CIO's IT Executive Report

#### **Duration**

1 Week

4 Weeks

4 Weeks (overlap with task 2)

6 Weeks (overlap with task 3)





### **Rapid 12-Week Timeline**

Gartner will create the countywide strategic vision and executive report documents for \$255,000.00. **Executive participation is required to meet the target dates.** 

Gartner anticipates completion of this engagement within 12 weeks, as detailed in the following figure. This schedule is dependent on the assumptions included in this proposal including goal deliverable submission date of end of March 2025.



Milestones

Meetings



### **Step 1: Project Planning & Kickoff**

### **Objective**

 Work closely with Fort Bend County to set the foundation for a successful engagement that is delivered on time, within budget and meets Fort Bend County's objectives

### **Activities Performed by Gartner**

- Conduct pre-planning meeting to create understanding of objectives, scope, schedule, roles, and responsibilities
- Identify all required workshops and key stakeholders. Confirm interview groupings group stakeholders into roles, responsibilities, and specialties
- Pre-schedule all workshops for the engagement (e.g., Visioning, Department, etc.)
- Conduct data gathering, artifact review, and interview and workshop preparation and scheduling
- Meet with Fort Bend's Gartner Research Analysts to align with pre-defined IT Strategy and visioning, etc.
- Create and align with Fort Bend County on deliverable templates (i.e., Strategies on a Page, Countywide IT Strategy document, and the CIO Executive Report) incorporating inputs from Gartner Research Analysts
- Align on sections that will be developed/provided by Gartner, Fort Bend County, and areas with joint responsibilities
- Hold a kickoff meeting with Fort Bend County to confirm understanding of the engagement objectives, scope, schedule, and milestones, roles, responsibilities and required resources for Gartner and Fort Bend County
- Discuss anticipated risks and mitigation plans, based on lessons learned from past experiences

### **Fort Bend County's Responsibilities**

- Attendance of pre-planning and kickoff meetings by Project Sponsor, Project Manager and other key stakeholders, as determined prior to kickoff.
- Provide requested documents and artifacts for Gartner review and preparation
- Review templates and provide feedback
- Support identification and scheduling of key stakeholders for workshops

#### Time Frame

1 week

#### **Deliverables**

- Kickoff meeting materials
- Project schedule

### **Assumptions**

- 1 x 60-minute pre-planning meeting
- 1 x 90-minute deliverable alignment meeting
- 1 x 60-minute kickoff meeting

Step 2

Step 3

Step 4



### **Step 2: Develop IT Group Strategies**

### **Objective**

• Understand the CIO and leadership's overall strategic vision and priorities. Work with each IT Department to identify the departments strategic vision and key priorities and ensure alignment with the CIO's overall vision.

### **Activities Performed by Gartner**

- Facilitate a visioning and prioritization workshop with CIO and leadership team to develop and align on IT strategic vision, deliverable outlines, and inputs required from Fort Bend
- Create one-pager vision statement and strategic priorities for CIO and leadership team review and approval
- Facilitate workshop with each IT Department (Applications, Enterprise, Cybersecurity, Project Management, and Operations) to create one-pager vision and strategic priorities for each IT Group
- Develop one-page vision and strategic priority for each IT group creating alignment with the CIO's overall IT vision and strategic priorities
- Submit initial draft for each IT Group to review and confirm rough content, tone, and messaging style, etc.
- Conduct up to 5 refinement workshops (one per IT Department) to update and finalize the one-page vision and strategic priorities document for each IT Group.
- Submit all strategy documents to IT Groups and CIO for final approval of content and layout

### Fort Bend County's Responsibilities

- Attendance of key stakeholders to all scheduled workshops
- Review of material prior to workshops
- Provide input and feedback for draft deliverables
- Provide artifacts, graphics, and additional information and data to support development of deliverables.

#### **Time Frame**

4 weeks

#### **Deliverables**

5 Strategies On A Page for each IT Department

### **Assumptions**

- 1 x 90-minute Executive Visioning Workshop
- 5 x 90-minute IT Department Workshops
  - Initial workshops will occur in the same week and will occur within the first two weeks of the engagement
- 5 x 60-minute IT Department Refinement Workshops
  - Refinement workshops will occur within one week of draft submission
- Gartner will provide draft strategy on a page documents to Fort Bend County at least 3 business days prior to each refinement workshop





Step '



### **Step 3: Develop County IT Strategy**

### **Objective**

 Develop a county-wide IT Strategy document incorporating the strategy on a page from each IT department, identifying initiatives across all departments, and incorporating case studies to highlight the value of each initiative.

### **Activities Performed by Gartner**

- Begin drafting the Fort Bend County IT Strategy document and identify gaps, areas for graphics, and tasks for Fort Bend and Gartner
- Interview CIO to develop content for CIO Message section
- Identify strategic initiatives across all 5 IT groups and roll-up into the overall countywide IT Strategy
- Conduct initiative review and prioritization workshop to align initiatives and priorities
- Identify case studies to highlight the value of each of the key initiatives
- Develop draft IT Strategy Document (~20 pages)
- Submit draft IT Strategy document for review and feedback
- Incorporate initial feedback into the Strategy document
- Facilitate "page-turn" walk-throughs and share final draft for final asynchronous edits by Fort Bend County
- Apply final edits
- Provide document to Fort Bend county for any remaining final formatting and publication (Note: Fort Bend team will replace any stock images used by Gartner as placeholders).

### **Fort Bend County's Responsibilities**

- Attend all workshops and review meetings and provide insight and input on how best to refine and finalize the document
- Provide graphics and images to replace any of Gartner's stock images.
- Complete any final formatting and publication, as agreed upon by Gartner and Fort Bend

#### **Time Frame**

4 weeks (Overlap with Step 3 and 4)

### Step 2 Step 3 Step 4

Step '

#### **Deliverables**

Fort Bend County IT Strategy document

### **Assumptions**

- 1 x 60-minute CIO meeting
- 1 x 60-minute Initiative Review and Prioritization Workshop
- 1 x 90-minute Refinement Workshop
- 1 x 120-minute Page-Turn Walk-Through Workshop
- The IT Strategy document is anticipated to be roughly 20 pages
- Fort Bend County will provide graphics and images to incorporate into the document
- Fort Bend County will complete any remaining final formatting and publication of the document



### **Step 4: Develop Executive Report**

### **Objective**

 Develop a public-facing countywide executive report detailing the CIO's strategic vision, key accomplishments, success stories and metrics, priorities, etc.

### **Activities Performed by Gartner**

- Conduct alignment workshop to review deliverable template, reaffirm responsibilities for Gartner, Fort Bend County, and joint responsibilities, and identify gap areas, graphics required, and timeline expectations
- Identify content from the IT Strategic Vision document (Step 3) that can be refined and incorporated into the executive report (e.g., CIO Message, key initiatives, etc.)
- Gather key information and data/inputs for each section including compiling metrics and success stories for key accomplishments section
- Develop content based on Gartner research, subject matter expertise, and information provided by Fort Bend County (~ 60 pages)
- Conduct up to 4 workshops to clarify and fill in the gaps of needed sections for the executive report
- Develop draft and submit to Fort Bend county for review and feedback
- Conduct refinement workshop to discuss feedback, incorporate any changes, and identify if additional workshops or content required
- Conduct additional refinement and information gathering workshops (up to 4), as needed
- Incorporate feedback and additional content into the executive report
- Work with Fort Bend County to incorporate desired graphics and structure for the executive report
- Prepare final executive report
- Facilitate "page-turn" walk-throughs and share final draft for final asynchronous edits by Fort Bend County
- Submit Executive Report to Fort Bend for formatting finalization and publication

### Fort Bend County's Responsibilities

- Attend all workshops and review meetings and provide insight and input on how best to refine and finalize the document
- Provide graphics and images to replace any of Gartner's stock images.
- Complete any final formatting and publication, as agreed upon by Gartner and Fort Bend

#### **Time Frame**

• 6 weeks (overlap with Step 3)

#### **Deliverables**

CIO's Executive Report

### **Assumptions**

- 1 x 60-minute alignment workshop
- 4 x 90-minute development workshops
- 1 x 90-minute refinement workshop
- Up to 4 x 60-minute follow-up workshops (optional)
- 1 x 120-minute Page-Turn Walk-Through Workshop
- CIO's Executive Report will be roughly 60 pages
- Gartner will provide Fort Bend County the draft deliverable at least 5 business days prior to refinement workshop for review and feedback
- Gartner will develop the executive report based on the agreed upon deliverable template and outline and will incorporate information provided by Fort Bend county. Where needed, Gartner will refine content to meet the goals of the deliverable
- Graphics and images will be provided by Fort Bend County
- Fort Bend County will complete any remaining final formatting and publication of the document



Step 2

Step 3

Step 4

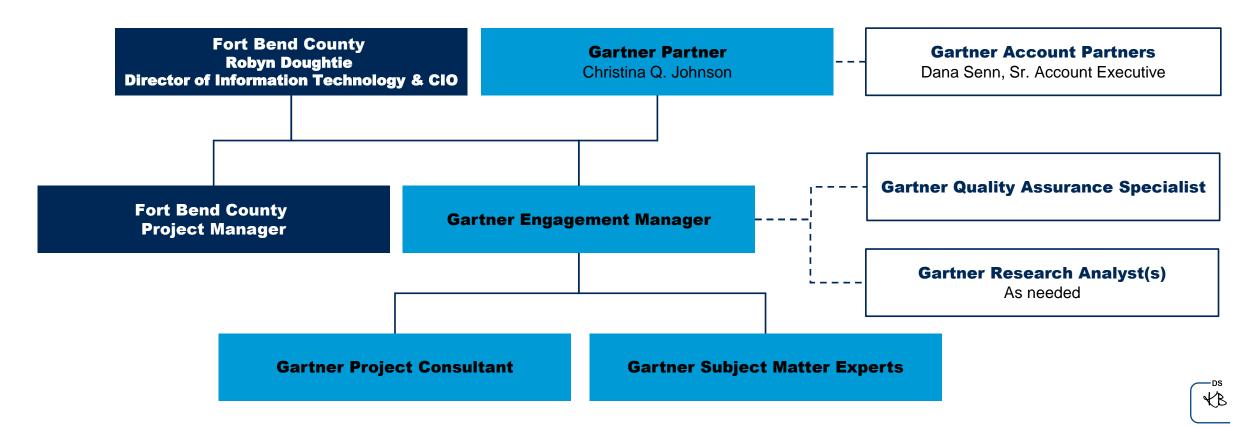




### **Project Team Overview**

### **Organization Chart**

Gartner has created an organization structure for this engagement that provides high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise.



### **Project Team Overview**

### **Gartner Roles and Responsibilities**

Functional Role	Responsibilities	
Gartner Partner	<ul> <li>Oversee alignment of Gartner activities to support Fort Bend County goals.</li> </ul>	
Christina Q. Johnson	<ul> <li>Build and maintain a long-standing relationship with Fort Bend County.</li> </ul>	
Cilistila Q. Joilison	<ul> <li>Provide high-level oversight and become more heavily involved should any issue resolution be necessary.</li> </ul>	
	<ul> <li>Day-to-day management of engagement initiatives to achieve on-time completion of deliverables that meet quality standards.</li> </ul>	
<b>Engagement Manager</b>	<ul> <li>Act as the primary point of contact for the Gartner team.</li> </ul>	
	<ul> <li>Work closely with Fort Bend County to confirm that Gartner is meeting its needs.</li> </ul>	
Project Consultant(s)	<ul> <li>Provide day-to-day consulting support for project steps including data collection/analysis; deliverable creation and review; and presentations to Fort Bend County.</li> </ul>	
OA Specialist	<ul> <li>Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement.</li> </ul>	
QA Specialist	<ul> <li>Promote value through use of the Gartner methodologies and proprietary tools.</li> </ul>	
	<ul> <li>Provide industry, solution and service expertise to enhance the Gartner team's recommendations and service delivery.</li> </ul>	
Subject Matter Expert(s)	<ul> <li>Share insights, leading practices and lessons learned during the engagement as needed.</li> </ul>	
	<ul> <li>Participate in deliverable review and client presentations as needed.</li> </ul>	
December Analystic)	<ul> <li>Support the core project team by providing a context-sensitive perspective based on Gartner industry-leading research.</li> </ul>	
Research Analyst(s)	<ul> <li>Participate in analysis and comparisons, and review deliverables as needed.</li> </ul>	
<b>Gartner Account Partners</b>	<ul> <li>Oversee that value delivered is seamlessly integrated with all Gartner services to Fort Bend County and that recommendations</li> </ul>	
Dana Senn, Sr. Account	are actionable through ongoing Gartner services.	
Executive	<ul> <li>Provide additional context aligning this engagement to Fort Bend County's mission-critical priorities.</li> </ul>	



### **Project Management and Control**

Gartner's project management process accomplishes the following crucial activities during a project:















- Our project management process guides reporting, risk mitigation and engagement control throughout:
  - Weekly status meetings on mutually agreeable time and day of each week for the duration of the engagement
  - Weekly status reports will monitor progress against each deliverable and overall, identify issues, project delays, and raise questions Gartner needs answered
  - Gartner will be in constant communication with Fort Bend County stakeholders to facilitate full awareness of activities, the associated timeline and actions required to enable efficient control of project change.
  - Gartner will work with Fort Bend County stakeholders to ensure alignment on delivery quality and expectations.

### **Assumptions**

### **Fort Bend County's Participation**

The deliverables, schedule and pricing in this Proposal are based on the following assumptions:

### **Fort Bend County's Participation**

- Fort Bend County will designate a project manager to act as the primary point of contact for this engagement. Fort Bend County's project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.
- The work effort described in this Proposal assumes Fort Bend County's personnel are available to assist in the manner defined in this Proposal. If Fort Bend County's personnel are not available, a change of scope may be necessary.
- Fort Bend County will review and approve all documents required to facilitate project execution (collectively "Project Documents") within <# of days> business days. If no formal approval or rejection is received within this time frame, the Project Documents are considered to be accepted by Fort Bend County to facilitate drafting of each Deliverable. All Deliverables, provided by Gartner to Client shall be deemed to be accepted within 5 days of receipt by Client unless Gartner receives written notice of non-acceptance within 5 days after their delivery.
- Fort Bend County will schedule Fort Bend County's resources for engagement activities and provide meeting facilities as necessary.
- Fort Bend County's personnel will be available per the final project schedule.
- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and achieve a culture of continuous improvement of process and best practice.



### **Assumptions**

### **Data Collection and Key Personnel**

### **Data Collection**

- The due diligence (as-is) data are reasonably available via interviews and documentation review.
- Fort Bend County will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.
- Engagement pricing is based on the assumption that Gartner will conduct 30 interviews/workshops over a period of 12 weeks and that Fort Bend County will arrange all sessions with Fort Bend County's personnel. Additionally, each set of workshops will be grouped to occur in a week timeframe, per the assumptions within this proposal.
- All data collection and interviews/surveys/workshops will take place via remote conferencing (e.g., telephone or video conference) as described in this Proposal and/or as agreed to at the project kickoff. Any surveys conducted as part of the work effort described in this Proposal will follow Gartner's confidentiality guidelines.

### **Key Personnel**

- Upon signing of a contract, we will identify those associates with the appropriate skills and background to deliver fully on the undertakings defined in the Proposal.
- If unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform Fort Bend County as soon as reasonably possible and substitute appropriate associates with comparable skills.
- Gartner associates identified as Account Partners are not billed for as part of project pricing. Their guidance and support represent a significant value-add to the engagement.



### **Assumptions**

### **Place of Performance and Deliverables**

### **Place of Performance**

- Except as agreed between Gartner and Fort Bend County, all Gartner services will be performed at Gartner locations.
- Office space, telephones, printing/copying services and access to the open internet will be made available on a reasonable basis to Gartner at Fort Bend County's locations for onsite time, if needed.

### **Deliverables**

- Any requests for additional information or resource (beyond the details described in the steps above) that are made by Fort Bend County will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal).
- All deliverables will be developed using Microsoft Office products (e.g., Word and PowerPoint).
- All Deliverables, provided by Gartner to Client shall be deemed to be accepted within 5 days of receipt by Client unless Gartner receives written notice of non-acceptance within 5 days after their delivery.
- Deliverables will not be made available to anyone outside of Client organization.

### **Gartner Independence and Objectivity**

- Gartner Research and Gartner Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors.
- For further information on the independence and integrity of Gartner Research, see "Guiding Principles on Independence and Objectivity" on our website, gartner.com or contact the Office of the Ombuds at ombuds@gartner.com or +1 203 316 3334.





## **Investment Summary**

The Investment Summary section, which is incorporated into the Proposal, sets forth Gartner's detailed pricing and legal terms.



### **Investment Summary: Fees, Expenses & Billing**

Gartner will conduct the engagement as outlined in this Proposal for a firm fixed-price of \$255,000.00 (plus applicable taxes) inclusive of travel and other reimbursable expenses. This agreement is an amendment to Gartner's existing State of Texas Department of Information Resources (DIR) Cooperative Contract (DIRCPO-4927) with Fort Bend County, Texas.

### **Billing**

Fees will be invoiced at the conclusion of each milestone upon Fort Bend County's acceptance of the deliverables for that milestone. Note: Fort Bend County shall provide Gartner with notice of acceptance or non-acceptance within five (5) days; provided however, if no response from Fort Bend County is received by Gartner within such period, then acceptance of the deliverable is assumed.

Engagement Steps	Deliverable Milestones	Investment Amount
Project Planning and Kickoff	Kickoff document	\$15,000.00
2. Develop IT Group Strategies	Strategy on a Page documents for each IT department (5)	\$75,000.00
3. Develop County IT Strategy	Countywide IT Strategic Vision document	\$90,000.00
4. Develop Executive Report	Countywide IT Executive Report	\$75,000.00
	Tota	ıl \$255,000.00



### **Changes to Scope**

- The scope of this engagement is defined by this Proposal. All Fort Bend County's requests for changes to the Proposal must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise Fort Bend County of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.
- As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this Proposal. By way of example and not limitation, changes may include the following:
  - Any activities not specifically set forth in this Proposal.
  - Providing or developing any deliverables not specifically set forth in this Proposal.
  - Any change in the respective responsibilities of Gartner and Fort Bend County, including any reallocation or any changes in engagement or project manager staffing.
  - Any rework of completed activities or accepted deliverables.
  - Any investigative work to determine the cost or other impact of changes requested by Fort Bend County.
  - Any additional work caused by a change in the assumptions set forth in this Proposal.
  - Any delays in deliverable caused by modification of acceptance criteria in this Proposal.
  - Any changes to Research Analysts' time or resources.



### **Authorization**

When signed by Gartner, Inc. and Fort Bend County, this Proposal is incorporated in and governed by Gartner's existing State of Texas Department of Information Resources (DIR) Cooperative Contract (DIRCPO-4927). These two documents (the Proposal and governing terms) set forth the relationship between the parties for this engagement.

This Proposal may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change to Scope provision.

The Proposal is valid for 45 days from 9 December 2024.

Gartner requires a signature on the SOW to place Client's order. To the extent, Client's practices are to request Services automatically via Purchase Orders, the Purchase Order will be considered as a valid and binding confirmation without a written signature. Any pre-printed or additional contract terms included on the Purchase Order shall be inapplicable and of no force or effect.

ATHY (	— DocuSigned by: Kim Blimka
SIGNATURE	<b>─</b> 9FB5551581C34B5
William Wong, Sr. Managing Partner K	im Blimka Contracts Specialist
PRINT NAME AND TITLE	_
9 December 2024	January 30, 2025
DATE	_
AGREED ON BEHALF OF FORT BEND	COUNTY, TEXAS
SIGNATURE	
PRINT NAME AND TITLE	
DATE	
ADDRESS	

SUBMITTED ON BEHALF OF GARTNER, INC.



### **Gartner Contacts**

### Christina Q. Johnson

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### **Dana Senn**

Senior Account Executive State and Local Government Telephone: +1 972-972-1128 Dana.Senn@gartner.com







# **Appendix**



### Fort Bend County: We will help guide Fort Bend to develop a high-level strategy document inclusive of strategies from each IT group

**Engagement Objective:** Curate content across existing roadmaps, strategies, and other artifacts (such as the IT group strategies developed in collaboration with Gartner) to develop a compelling brief to communicate a technology vision for Fort Bend County, strategic priorities / initiatives and "evidence" for buy-in / adoption.

### **Deliverable Outline (~20 pages)**

**CIO Message** 

Fort Bend County Technology Vision Countywide IT Strategy on a Page IT Group Strategies on a Page Strategic Priorities Across Departments

- Priority 1
  - Initiative 1.1
  - Initiative 1.2
  - Initiative 1.2
  - Case Study or Highlight
- Priority 2
  - Initiative 2.1
  - Initiative 2.2
  - Initiative 2.2
  - Case Study or Highlight
- Etc...

Way Forward

Acknowledgements

### Format: Consumable, easy-to-read briefing document

### **Strategic Priority Page:**

- Overview
- Summary of recommended key initiatives



### **Case Study or Highlights**

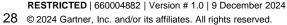
Accompany each Strategic Priority with a Case Study to illustrate accomplishment or highlight key metrics to provide "business case" for adoption



### **Kev Assumptions:**

- Gartner Consulting will collaborate with Fort Bend County's Gartner Research Analysts to enable alignment with already developed strategies and visions
- Gartner will provide the content in an editable format that Fort Bend can adapt / finalize as needed for publication
  - Gartner will provide example stock images for Fort Bend to replace with licensed / approved photos and illustrations. Gartner





### **Illustrative Examples**

### Gartner will create a compelling brief of Fort Bend's IT strategic vision

#### Vision Statement Document



### Sample High-Level IT Strategy Document



### Strategic Context & Case for Change



in significant need of renovation or replacement. Of nearly 114,000 students, 39.4 percent are African American, 37.4 percent are Caucasian 10.5 percent are Hispanic, 7.2 percent are Asian, 5 percent are two or more races, 0.4 percent are American Indian and Alaska Native, and 0.1 percent are Native American. In addition, 6.7 percent are

English language learners - students come from 116 countries and speak 97 different languages Nearly 44 percent are eligible for free or reduced-priced meals.







#### The Case for Change

This is a pivotal time for Baltimore County. The County has increasingly diverse residents, diverse economic opportuniti and diverse natural resources. Moreover, the County has leadership passionate about the possibilities that exist while working for and living in Baltimore County. That is why now, more than ever, we are well positioned to pursue a transformation that positions the County to continue as a leading jurisdiction in the region

When we are successful with this transformation, the County will be positioned to proactively and innovatively address evolving community needs. We will create economic prepared to effectively tap into the next generation of options to leave, will intentionally choose to continue to live, work, play, and age in Baltimore County. This will leave our children with a County that is thriving and growing and that sets the bar as a great place to live. We will only move forward by working together, being clear about where we are better Baltimore County.



8 | Baltimore County Strategic Plan

# Exhibit B

### Annex B

### **Fort Bend County Travel Policy**

Approved in Commissioners' Court on November 3, 2009
Effective November 4, 2009
Revised September 7, 2010
Revised June 2, 2015, Effective August 1, 2015
Revised July 28, 2015, Effective August 1, 2015
Revised July 26, 2016, Effective August 1, 2016
Revised December 12, 2017, Effective January 1, 2018
Revised September 26, 2023, Effective October 1, 2023

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

#### **CONTRACT RATES:**

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

#### **OUT OF STATE TRAVEL:**

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<a href="http://www.fortbendcountytx.gov/index.aspx?page=55">http://www.fortbendcountytx.gov/index.aspx?page=55</a>) with the travel reimbursement form.

#### **LODGING (In and Out of State):**

### **Hotel:**

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm\_source=OGP&utm\_medium=print-radio&utm\_term=perdiem&utm\_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: <a href="https://portal.cpa.state.tx.us/hotel/hotel\_directory/index.cfm">https://portal.cpa.state.tx.us/hotel/hotel\_directory/index.cfm</a> (be sure to check the correct fiscal year).

Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and <u>does not exceed the GSA</u> daily allowance.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with the reimbursement request.

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate, you may book a room at another hotel at a rate equal to or lower than the conference/seminar rate.

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate or at the conference/seminar rate, you may provide three (3) comps to support the higher rate. This will serve as the justification for the higher rate. The comparable hotels should be within five miles of the host event and should be of similar hotel class.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate.

If a traveler cannot find a traditional hotel, a direct rental (Airbnb, VRBO, etc.) is allowable. All previous maximum daily rates still apply. Any fees incurred through a direct rental must also be included in the daily rate calculation and remain below the limits. Fees may include, but are not limited to, cleaning fees, extra guest fees, or service fees. (Taxes are not included in this calculation, as they are charged to hotel stays as well).

Travel websites including but not limited to Expedia and Travelocity shall not be used to book lodging.

In order to qualify for any of the above-mentioned exceptions, a lodging reservation must be made 14 days prior to travel. If travel is required without 14-day notice, the traveler must provide back-up which explains why the 14-day advance booking was not possible.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

**Additional fees allowable with justification:** Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.



**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable. The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

**County Exemption Status** – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

#### **MEALS:**

Meals including in-state and out-of-state will be reimbursed to the traveler at a flat rate of \$70 (full day). The travelers per diem on the departure day and final day will be at 75% of the per diem, which is \$52.50. The amount reimbursed will be paid through payroll and is subject to federal taxation.

**Late Night Arrival** – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

**Day trips:** Prior to 01/01/2024 – Meals will not be reimbursed for trips that do not require an overnight stay. Effective 01/01/2024 - The traveler is subject to per diem reimbursement. Day trip includes a trip outside the County that requires a traveler to leave Fort Bend before 7:00 AM and/or return to the County after 6:00 PM will be eligible for reimbursement at 75% of the per diem, which is \$52.50. Amount reimbursed for day trips will be paid through payroll and are subject to federal taxation.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

#### TRANSPORTATION:

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employees vehicle odometer reading or by



a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**Allowable expenses:** Parking and tolls with documentation.

**County Vehicle:** Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

**Allowable expenses:** Parking and tolls with documentation required.

**Airfare:** The County will only reimburse direct travel to and from a location where County-related business is being conducted. Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

**Allowable Expenses:** Bag fees. Fare changes are allowable if business related or due to family emergency.

**Unallowable Expenses/Fees:** Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <a href="http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/">http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/</a>. The contact information for Enterprise for the State Travel Management Program is listed here: <a href="https://comptroller.texas.gov/purchasing/programs/travel-management/rental/enterprise.php">https://comptroller.texas.gov/purchasing/programs/travel-management/rental/enterprise.php</a>

When making a reservation traveler should provide the County's agency # \_\_\_\_\_\_. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

### **Enterprise:**

- Optional Customer, Coupon or Corporate number is
- Please enter the first 3 characters of your company's name or PIN number
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

**Unallowable Fees/Charges:** GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

**Allowable expenses:** Parking and tolls allowed with documentation.



- **Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.
- **Gratuities:** Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.
- **Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.
- **Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

#### **REGISTRATION:**

- **Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.
- **Procurement Card**: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.
- **Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

#### **GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

#### TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form <a href="https://econnect.fortbendcountytx.gov/documents-forms/auditors-office-forms">https://econnect.fortbendcountytx.gov/documents-forms/auditors-office-forms</a> for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

### **EXCLUSIONS:**

If the traveler has custody of a person pursuant to statue or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statue to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.





### **Certificate Of Completion**

Envelope Id: B6559D2E-4B6D-4849-B539-67DE36E73982 Status: Completed

Subject: Complete with Docusign: Fort Bend County Addendum #DIR-CPO-4927 SOW 25-IT-100374 Client approve...

Source Envelope:

Document Pages: 44 Signatures: 2 Envelope Originator:

Certificate Pages: 1 Initials: 44 Kim Blimka

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IP Address: 98.58.123.86

### **Record Tracking**

Status: Original Holder: Kim Blimka Location: DocuSign

1/30/2025 8:45:54 AM Kim.Blimka@gartner.com

### Signer Events Signature Timestamp

Kim Blimka

Kim.Blimka@gartner.com

Contracts Specialist

Gartner, Inc.

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Freeform Signing

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Security Level: Email, Account Authentication
Signature Adoption: Pre-selected Style

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#### **Electronic Record and Signature Disclosure:**

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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	1/30/2025 8:46:42 AM
Certified Delivered	Security Checked	1/30/2025 8:47:00 AM
Signing Complete	Security Checked	1/30/2025 8:54:04 AM
Completed	Security Checked	1/30/2025 8:54:04 AM
Payment Events	Status	Timestamps