

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR CONSULTING SERVICES
 BETWEEN FORT BEND COUNTY AND TIP STRATEGIES, INC.
 STRATEGIC PLAN PROJECT**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and TIP Strategies, Inc (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, the County desires that TIP Strategies, Inc. provide consulting services for the preparation of an economic development strategic plan for Fort Bend County for the purpose of stimulating business and commercial activity in the county;

WHEREAS, contracts that are for community and economic development made by a county under Texas Local Govt. Code, §262.024 (a) (10) as allowed by Texas Local Govt. Code, §381.004; and for personal or professional services under Texas Local Govt. Code, §262.024 (4) are exempt from competitive bidding under the Texas County Purchasing Act; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is one for community and economic development and an Agreement for a personal and/or professional service; and

WHEREAS, the Fort Bend County Commissioners Court grants the above exemptions from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, the Commissioners Court of Fort Bend County finds that this Agreement serves a County purpose; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

AGREEMENT

Section 1. Scope of Services

- A. Consultant shall render Services in accordance with Exhibit A to this Agreement.
- B. The Parties acknowledge and agree that performance of the Services will require participation by the Greater Fort Bend Economic Development Council (the "GFBEDC") as

outlined in Exhibit A. Consultant agrees that while GFBEDC is not a Party to this Agreement, that the duties in Exhibit A that relate to, or include GFBEDC are contractual obligations of Consultant under this Agreement with County.

- C. Services shall be performed subject to the direction of the Fort Bend Director of Economic Opportunity & Development. Consultant shall also communicate and respond to inquiries from the GFBEDC that relate to the Services to be performed.

Section 2. Personnel

- A. Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is two hundred sixty-five thousand dollars (\$265,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order
- B. Consultant understands and agrees that the Maximum Compensation stated is an all inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. County will pay Consultant based on the following procedures:
 - 1. Consultant shall invoice County eight [8] monthly installments of thirty-three thousand one hundred twenty-five dollars (\$33,125.00) by submitting two (2) original copies of invoices for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30)

calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Consultant 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 sixty-five thousand dollars (\$265,000.00) specifically allocated to fully discharge any and all liabilities County may incur.
- B. Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed two hundred sixty-five thousand dollars (\$265,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County with an estimated time frame for completion of the work as outlined in Exhibit A is seven (7) to nine (9) months from contract execution. This Agreement shall remain effective for a period which may reasonably be required for the completion of the project, acceptance by an authorized representative of the Client, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Judge or the Director of Economic Opportunity & Development.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms,

and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

2. If, after termination, it is determined by County that for any reason whatsoever that Consultant was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.
- C. Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
 - D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Section 7. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. 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.
- C. 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.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Consultant will permit County, the GFBEDC or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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 years.

Section 10. Insurance

- A. Prior to commencement of the Services, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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 Consultant 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, Consultant 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. Consultant 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

Section 11. Indemnity

CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERFORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

Section 12. Confidential and Proprietary Information

- A. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County and/or the GFBEDC. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any and all information of any form obtained by Consultant or its employees or agents from GFBEDC in the performance of this Agreement shall be deemed to be confidential information of GFBEDC (also "Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

- B. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County and GFBEDC (as applicable) immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County and GFBEDC (as applicable) in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County and GFBEDC (as applicable) Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at request, of County and GFBEDC (as applicable) . Consultant will promptly turn over to County and GFBEDC (as applicable) all documents, papers, and other matter in Consultant's possession which embody Confidential Information.
- C. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County and GFBEDC (as applicable) may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and GFBEDC (as applicable) and are reasonable in scope and content.
- D. Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Consultant 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 Consultant 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 are not proprietary or confidential information.

Section 13. Independent Contractor

- A. In the performance of work or services hereunder, Consultant 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 Consultant or, where permitted, of its subcontractors.
- B. Consultant 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.
- C. County acknowledges that Consultant participates in, advises, and/or manages entities which may compete and conflict with County's economic development interests. Notwithstanding such competing interests and potential conflicts, County acknowledges and agrees that such competition and conflicts are inherent and unavoidable, that the benefits which County receives by obtaining the services from County outweigh the potential for such conflicts and that Consultant may continue to participate, advise, and/or manage such competing interests.

Section 14. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

| | |
|---------|--|
| County: | Fort Bend County Attn: Purchasing Agent 301 Jackson, Ste. 201 Richmond, Texas 77469 |
|---------|--|

With a copy to: Fort Bend County
Attn: Director of Economic
Opportunity & Development
301 Jackson
Richmond, Texas 77469

Consultant:
TIP Strategies, Inc.
13492 N Highway 183
Suite 120-254
Austin, TX 78750

C. Consultant shall ensure that copies of all Notices and invoices are simultaneously sent to:

Greater Fort Bend Economic Development Council
Attention: Jeff Wiley
One Fluor Daniel Drive
Sugar Land, Texas 77478

D. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

A. Consultant warrants to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater

Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

- B. Consultant warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Consultant are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

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.

Section 19. Successors and Assigns

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. 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.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. 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.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant 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, Consultant 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 section 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, Consultant 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 section 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, Consultant 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 section 2274.001(3) of the Texas

Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONSULTANT 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

Section 27. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 7th day of February, 2023.

FORT BEND COUNTY

KP George
County Judge KP George
KP George County Judge



ATTEST:

Laura Richard
Laura Richard, County Clerk

TIP Strategies, Inc.

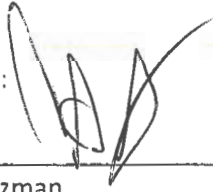
Tom Stellman
Authorized Agent Signature

Tom Stellman
Authorized Agent- Printed Name

CEO
Title

2-1-2023
Date

Reviewed:




Carlos Guzman

Director of Economic Opportunity & Development

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 265,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: Scope of Work TIP Strategies, Inc. dated January 2023

Exhibit A:
Scope of Work TIP Strategies, Inc.
dated January 2023

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Scope of Service

Exhibit A:
Scope of Work TIP Strategies, Inc.
dated January 2023

EXHIBIT A – SCOPE OF WORK:

Estimated time frame for completion seven (7) to nine (9) months from contract execution

1. **DISCOVERY | (Joint FBEDC and County Phase)** We begin by reviewing available materials, visiting with knowledgeable sources, and conducting a targeted analysis of relevant trends to create a common foundation for the planning process.
 - 1.1 **Project launch |** At the outset of the engagement, we focus on establishing clear and effective communication and defining roles for the County and FBEDC to maintain the spirit of cooperation, which is the cornerstone of a successful project.
 - **Kickoff meeting.** The kickoff meeting provides the opportunity to discuss objectives, define success factors, identify stakeholders and partners, formalize the outreach strategy, and review the team's expectations for the engagement.
 - **Team check-ins.** Throughout the engagement, TIP will facilitate regular check-ins with the executive project teams for the County and the FBEDC. These teams will be comprised of appropriate staff and leadership and will be responsible for attending meetings, providing input, and reviewing deliverables.
 - 1.2 **Planning context |** The TIP team will examine the policies, relationships, and organizational priorities that will influence the planning process. The results will be expanded in subsequent phases and help shape our recommendations.
 - **Policies.** Reviewing background documents allows us to build on existing knowledge and to better understand current initiatives and programs that may be relevant to this work.
 - **Relationships.** A scan of the partner network will help define existing relationships in the county and the region, highlight gaps, and identify potential partnerships.
 - **Priorities.** Discussions with the appropriate staff will ensure our team has a full picture of economic development activities and priorities in the county.
 - 1.3 **Economic context |** Our analysts will prepare a targeted assessment of factors that define Fort Bend County's overall competitiveness as a commercial development region and are of greatest concern to economic decision makers. Our analysis will be tailored to meet project objectives and to take advantage of available data resources. Where possible, we will look at data disaggregated by ethnicity and race. Findings will be provided in an interactive format.
 - 1.4 **Stakeholder engagement |** We will design a custom input process that engages the appropriate groups for a successful planning effort. Our goal is to design a strategy that: engages the broadest possible constituency; provides meaningful information to the planning process; raises awareness of economic issues; and builds support for the outcome.
 - **Advisory group.** TIP will facilitate four meetings with an advisory group comprised of client partners (EDC and County) who will provide feedback on interim work products and direction for the strategic plan.
 - **Roundtables.** We will hold 10 to 12 roundtables that encourage productive discussions around a targeted set of topics. They are typically conducted with employers, elected officials, human resources specialists, education and training providers, real estate professionals, cities within the county, and other experts to gather information about trends, barriers, opportunities, and assets that will shape our recommendations. Roundtable composition and topics will be determined by the EDC and County.

TIP understands and acknowledges that meetings of elected officials are subject to the Texas Open Meetings Act and will obtain confirmation from the County's Director Economic Opportunity & Development that any proposed exchanges are not in violation of law.

- [Governance interviews](#). Where appropriate and not in conflict with the Texas Open Meetings Act (see above), TIP will solicit feedback from the EDC and County's governing bodies (e.g., FBEDC Executive Committee and County Commissioners) on issues that may not surface in a collective setting.
- [Interactive tools](#). To expand participation in the process, we can facilitate the use of social media, online surveys, and other interactive tools. These tools help engage stakeholders, gather anecdotal information about assets and challenges, and increase buy-in among the broader community.

- 1.5 **Competitive position** | Findings from the Discovery phase will be used to summarize Fort Bend County's competitive position. In addition to considering strengths, weaknesses, opportunities, and threats that emerge from this work, our analysis will highlight factors that differentiate the area from the competition. The results will suggest potential opportunities and target sectors that will drive our work in later phases.

PHASE 1 DELIVERABLES

- Facilitation of client team meetings and stakeholder activities, including electronic copies of any presentations (PowerPoint).
- Economic Explorer workbook that allows users to interact with data describing the economic health of the County, including comparisons to the state, the US, and relevant peers (Tableau Reader and/or publicly accessible link, e.g., recent [analysis](#) for Thrive Spokane).
- Preliminary findings (SWOT) from competitive positioning task for inclusion in the final strategic plan, which shall be clearly marked a preliminary findings

2. OPPORTUNITY | (Joint FBEDC and County Phase) *Building on our Discovery phase findings and a review of best practices, we identify which opportunities are likely to have the greatest potential for success.*

- 2.1 **Strategic direction** | Working closely with the FBEDC and Fort Bend County, we will ensure each organizations' vision and mission align with the strategic direction that emerges from the Discovery phase. In addition, we will help craft a set of guiding principles that will embody the goals and objectives of the planning process. This step will provide a framework that both points to recommended actions and establishes priorities among available alternatives.
- 2.2 **Target industries analysis** | TIP's methodology for target industry analysis is responsive to today's workforce environment. For more traditional economies, we define targets by grouping EDA-defined industry clusters and subclusters. For evolving economies with emerging technologies and activities, we begin with a short list of aspirational or representative employers in the desired sector and/or a specific pool of local skills or assets. For each target, we then analyze US job postings from the most recent 12-month period. This approach differs from an industry-occupation staffing matrix, which can be dated and unclear as to where hiring demands are tightest. Carefully selected samples of recent job postings allow us to identify a target's most sought-after occupations and specialized skills in (near) real-time. Using interactive "what if" tools, we then analyze the region's workforce readiness for targeted investments and pose strategic questions about the alignment of the local talent pipeline with the current needs of employers. Using an equity lens, TIP's analysis also documents patterns of

occupational participation by race, ethnicity, gender, and age. Living wage thresholds are considered for a mix of family household situations. This approach equips communities with the information they need to plan for an inclusive, target-ready workforce. Findings will be provided in an interactive format.

- 2.3 **Commercial property trends** | TIP will prepare a countywide analysis of real estate fundamentals for major commercial or “investible” property types using a combination of public and proprietary data. The analysis will cover supply and demand trends to identify market opportunities for Fort Bend County’s real estate product. We will review key real estate market indicators, including rents, vacancies, and construction deliveries, as well as the underlying drivers of demand in the key property types. Emphasis will be placed on understanding the extent to which available greenfield sites and redevelopment opportunities align with targeted sectors and workforce capacity (see Task 2.2).
- 2.4 **Best practices** | Drawing on our team’s extensive network and our work in prior tasks, we will research national best practices related to commercial property development and redevelopment that may be a fit for Fort Bend County. For each best practice identified, we will provide a brief profile outlining the approach along with any available information on how the program or initiative was implemented. The results of this task will help shape our recommendations and will be integrated into the final deliverable where appropriate.
- 2.5 **Opportunity workshop** | The culmination of this phase is a facilitated discussion of potential strategies and opportunities for consideration in the Implementation phase. The purpose of the workshop will be to build consensus on inclusive economic development priorities for Fort Bend County and provide direction for the EDC, the County, and key partners when addressing large assets and long-range transformational projects. The outcome will be a set of prioritized strategies and focus areas, along with a collaborative framework for aligning available resources to accomplish them.

PHASE 2 DELIVERABLES

- Confirmation of strategic direction, including guiding principles for inclusion in the strategic plan.
- Interactive workbooks allowing users 1) to explore Fort Bend County’s labor force relative to the needs of identified target sectors and to model potential workforce demands, and 2) review commercial property trends (Tableau Reader).
- Summaries of relevant best practices for inclusion in the strategic plan (Word and/or PowerPoint).
- Facilitation of Opportunity workshop, including electronic versions of any presentations prepared for the event (PowerPoint).

3. ORGANIZATIONAL | (Specific Plans Developed for each Organization FBEDC and County) *A review of roles and responsibilities resulting recommendations for structuring a collaborative and effective approach to economic development in Fort Bend County.*

- 3.1 **Organizational model** | TIP will research successful other county-level collaborations that could serve as a model for aligning the economic development efforts of the FBEDC, the County, and multiple cities within Fort Bend County. The results of this research will be presented for discussion with the objective of selecting an approach that would be most effective for Fort Bend County.
 - **Research.** For each “best in class” example identified, we will provide a brief profile outlining highlights from the work, such as organizational structures, the alignment of resources and responsibilities, and recent significant successes. The results of this task will help shape our recommendations.
 - **Discussion.** Our team will convene the leadership to review and evaluate the potential models for structuring the newly created County Economic Development department and its relationship to

the FBEDC and other partners. Additional internal interviews will be conducted as needed. Understanding how the County and FBEDC will connect to and support partner initiatives will be an important consideration in defining the structure and prioritizing focus areas. Once a broad structure is agreed upon, it will guide the remaining tasks in this phase.

3.2 **Organizational strategy** | Our team will work with the FBEDC and the County to prepare separate and detailed organizational strategies for each Party that conform to the approach agreed upon during Task 3.1. The strategies will set a direction for each organization, including a well-defined vision and mission statement, as well as clearly delineated focus areas and high-level goals.

3.3 **Organizational operations plan** | Our team will also develop an operations plan for each Party that provides the mechanism for implementing the organizational strategy. Each detailed, actionable plan will address the following.

- **Staffing and budget.** TIP has experience assisting with economic development leadership and staffing across different program areas. This component will provide guidance on topics such as staffing needs, job descriptions, and estimated operations and program budgets.
- **Performance measurement.** The team will work with staff of each organization to define metrics that are manageable and meaningful, focusing on data that can be reasonably obtained and that provides useful information. For each recommended metric, we will provide definition, data source, and frequency; baseline and target values; and responsible party.
- **Coordination and communication.** Ensuring that each Party's program of work is coordinated with and communicated to an array of internal and external partners will be a priority. Considerations include identifying potential mechanisms, tools, and platforms to foster engagement and assigning responsibility for producing, managing, and distributing content metrics.

3.4 **Presentation** | We will assist with presenting the final FBEDC organizational strategy to FBEDC leadership and the final County organizational strategy and operations plan to the Fort Bend Commissioners Court for appropriate action by the Court.

PHASE 3 DELIVERABLES

- Examples of potential organizational models for discussion (PowerPoint).
- Independent written document highlighting key takeaways along with recommended FBEDC organizational strategy and operations plan (Word/PDF).
- Independent written document highlighting key takeaways along with recommended County organizational strategy and operations plan (Word/PDF).
- Separate presentations of final County plan to Fort Bend Commissioners Court and FBEDC Plan to FBEDC leadership (PowerPoint).

4. **IMPLEMENTATION | (Joint FBEDC and County Phase)** *We provide a transparent, actionable plan for achieving the identified goals and objectives.*

4.1 **Strategic plan** | Using findings from prior phases, coupled with the experience of the consulting team, TIP will prepare a five-year strategic plan to guide economic development in Fort Bend County. In addition to outlining specific goals and strategies, the plan will highlight relevant findings from our quantitative analyses and stakeholder input. Together with the implementation matrix (see Task 3.2), the resulting document will provide specific recommendations and tools needed to implement a strategy that reflects each of the leadership's vision for inclusive and impactful economic growth and aligns organizational resources to achieve that vision.

4.2 **Implementation matrix** | TIP will prepare a matrix that delineates the implementation of the countywide economic development strategy. The matrix will reflect the roles and responsibilities mutually agreed to by the EDC and the County and will accomplish the following.

- Identifies responsible parties and potential partnership opportunities.
- Establishes timelines and sets priorities.
- Includes budget estimates (where applicable) and identifies potential funding sources.
- Defines meaningful and realistic performance metrics.

4.3 **Final presentation & workshop** | Once the strategy is finalized, we will present the recommendations to the leadership. To build momentum for implementation, we will also facilitate an Implementation workshop focused on near-term tasks in conjunction with the final presentation. We have found this step capitalizes on the energy that is typically present at the rollout and helps to "jump start" the process.

PHASE 4 DELIVERABLES

- Written document highlighting key findings from analytical and qualitative tasks along with recommended goals, strategies, and actions (Word/PDF).
- Matrix for tracking progress on goals, strategies, and actions including lead role, potential partners, and timeframe (Excel).
- Presentation of final strategic plan to the County and FBEDC leadership and facilitation of Implementation workshop, including copies of any presentations (PowerPoint).

SCOPE OF WORK REVIEWED

per Section 3 of the Funding Agreement (below is not a Contract Execution with TIP)

For County:



Carlos Guzman
Director Economic Opportunity & Development

For Greater Fort Bend Economic Development Council:



1-31-2023

Jeff Wiley, President & CEO

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TIP Strategies, Inc.
Austin, TX United States

Certificate Number:
2023-978444

Date Filed:
02/01/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
02/07/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

36185
Economic Development Strategic Plan

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Roberts, Jon | Austin, TX United States | X | |
| | Marcell, Jeff | Austin, TX United States | X | |
| | Stellman, Thomas | Austin, TX United States | X | |
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5 Check only if there is NO Interested Party.

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6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)