

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND    §

**AGREEMENT FOR CONSULTING SERVICES  
 BETWEEN FORT BEND COUNTY AND TIP STRATEGIES, INC.  
 M/WBE ORGANIZATIONAL STRATEGY  
 AND OPERATIONS PLAN**

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, County desires that Consultant provide organizational strategy and operations planning services which will be more specifically described in this Agreement (hereinafter "Services");

WHEREAS, the Texas County Purchasing Act exempts from competitive bidding contracts that are for a personal or professional services under Texas Local Govt. Code, §262.024 (4) and also exempts contracts 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

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is one for a personal and/or professional service and also one for community and economic development and therefore grants exemption from competitive bidding on both grounds, insofar as any competitive bidding statute might apply; and

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

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

**AGREEMENT**

**Section 1. Scope of Services**

- A. Consultant shall render Services in accordance with Exhibit A to this Agreement.
- B. Services shall be performed subject to the direction of the Fort Bend Director of Economic Opportunity & Development.

## **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 One Hundred and Twenty Five Thousand dollars and 00/100 (\$125,000.00). 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 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 One Hundred and Twenty Five Thousand dollars and 00/100 (\$125,000.00) 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 One Hundred and Twenty Five Thousand dollars and 00/100 (\$125,000.00).

#### **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. 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 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. 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 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 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 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 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. Consultant will promptly turn over to County 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 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 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. 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 17th day of September, 2024.

FORT BEND COUNTY

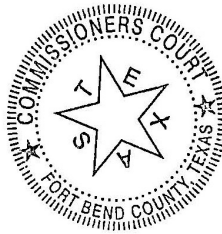


KP George County Judge  
*Approved by Commissioners Court  
on July 23, 2024*

ATTEST:



Laura Richard, County Clerk

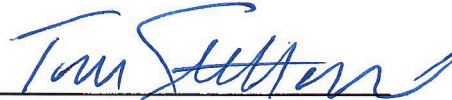


APPROVED:



Carlos Guzman  
Director  
Economic Opportunity & Development

TIP Strategies, Inc.



Authorized Agent- Signature

Thomas Stellman

Authorized Agent- Printed Name

CEO

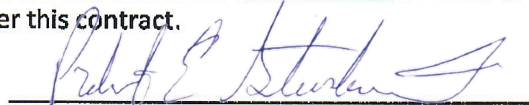
Title

08/16/2024

Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 125,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

# Exhibit A

## M/WBE ORGANIZATIONAL STRATEGY AND OPERATIONS PLAN A PROPOSAL FOR FORT BEND COUNTY, TEXAS JULY 2024

# M/WBE ORGANIZATIONAL STRATEGY AND OPERATIONS PLAN

A PROPOSAL FOR FORT BEND COUNTY, TEXAS  
JULY 2024



# PROJECT APPROACH

We have an established approach to our strategic planning engagements. In our years of leading consulting projects across the country, our three-phase Theory Into Practice (TIP) planning model—Discovery, Opportunity, Implementation—has proven flexible enough to address the variety of challenges our clients face and aligns well with the requested scope of work.

**GOAL:** *Building on the recently completed disparity study, our team will deliver an organizational strategy and an operations plan that create economic opportunity by helping to grow the number of M/WBE businesses contracted with by the County.*

## 1. DISCOVERY

*Objective: To visit with knowledgeable sources and 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, which is the cornerstone of a successful project. This includes a kickoff meeting that provides the opportunity to discuss objectives, define success factors, identify stakeholders, formalize the outreach strategy, and review the team's expectations for the engagement. TIP will collaborate and coordinate with the appropriate staff and leadership throughout the engagement, with the cadence of any desired team meetings or interim updates agreed upon during the launch.
- 1.2 PLANNING ALIGNMENT.** The team will examine the policies, relationships, and organizational priorities that will influence the planning process. This will include a thorough review of the recent disparity study and any supporting materials, as well as one-on-one conversations with the appropriate Fort Bend County staff and leadership to understand any context or background that may not have been represented in the formal document.
- 1.3 INTERNAL FOCUS GROUPS.** We design a custom input process that engages the appropriate groups for a successful planning effort. Our goal is to design a strategy that provides meaningful information to the planning process and builds support for the outcome. We anticipate facilitating targeted focus groups with other County departments to understand opportunities for cross-functional collaboration that increases economic opportunity for M/WBE businesses. Where appropriate, these sessions will be supplemented by one-on-one interviews to solicit feedback on issues that may not surface in a collective setting.

## 2. OPPORTUNITY

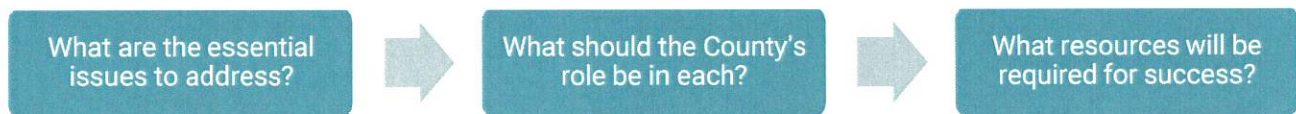
*Objective: To identify the most effective structure for influencing economic opportunity in Fort Bend County.*

- 2.1 BEST PRACTICES.** Drawing on our team's extensive network, TIP will identify and profile best practices in promoting economic opportunity through procurement processes. We anticipate this task would encompass a range of options, including local jurisdictions that have established specific departments (e.g., Harris County's Office of Economic Equity and Opportunity, San Antonio's Office of Equity, Fort Collins's Social Sustainability Department), those that have assembled community-based coalitions to address economic stability and equity issues (e.g., All-In Pittsburgh, the Baltimore Commission on Sustainability), and equity indicator projects (e.g., St. Louis's Equity Indicators 2018 Baseline Report, the Bay Area Equity Atlas). Throughout the best practices research, our team will capture information on the underlying business processes, including how outcomes are measured, technology usage, and accountability systems.

**2.2 ORGANIZATIONAL MODEL.** Our team will convene Fort Bend County leadership to review and evaluate the potential models for creating an organizational structure within the existing Economic Opportunity and Development department that increases opportunities for M/WBE businesses. Understanding how the program would collaborate with other County departments (e.g., procurement) would be an important consideration in defining the structure and prioritizing focus areas. Once a broad structure is agreed upon, preparing a detailed organizational strategy—including functions, staffing, budget, and metrics—will be the focus of the Implementation phase.

### 3. IMPLEMENTATION

*Objective: To provide a clear and actionable roadmap for creating and staffing a procurement program focused on economic opportunity for M/WBE businesses.*



**3.1 ORGANIZATIONAL STRATEGY.** Our team will work with the County to prepare a detailed organizational strategy that conforms to the approach agreed upon during the prior phase. The strategy will set the direction for the department(s), including a well-defined vision and mission statement, as well as clearly delineated focus areas and high-level goals. The strategy will define the County's role—lead, support, convene—across a broad range of topics that influence equity in the region. These topics include, but are not limited to, programs and policies that fall within the traditional definition of economic development (e.g., incentives, business retention and expansion, small business formation, job training, and procurement), as well as other areas that have been identified as having a strong relationship to inequality and social justice, including lending practices, housing affordability, and land use planning.

**3.2 OPERATIONS PLAN.** The operations plan provides the mechanism for implementing the organizational strategy. This 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 staffing needs, job descriptions, and estimated operations and program budgets.
- ▶ **Performance measurement.** The team will work with staff 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 the following.
  - ▶ Definition, data source, and frequency
  - ▶ Baseline and target values
  - ▶ Responsible party(ies)
- ▶ **Coordination and communication.** Ensuring that the County'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 keep partner organizations, stakeholders, other County departments, and the public engaged and informed.
  - ▶ Assigning responsibility for producing, managing, and distributing content (including data on trends, issues, and departmental performance).
  - ▶ Creating an Opportunity Dashboard tracking success metrics that are manageable and meaningful and that can be easily updated by County staff.

**3.3 PROJECT ROLLOUT.** If desired, we can assist the County in designing a project “rollout” to communicate the results of the planning process to stakeholders and launch the new economic opportunity initiative in the minds of the public and M/WBE businesses.

## DELIVERABLES

In the execution of this scope, TIP will provide the following deliverables in the formats indicated in parentheses.

- ▶ Facilitation of project meetings, such as team meetings, steering committee meetings, and workshops, including electronic versions of any presentations (PowerPoint) or other materials.
- ▶ Facilitation of stakeholder input sessions, such as focus groups, interviews, public forums, and workshops, including electronic versions of any presentations (PowerPoint) or other materials.
- ▶ Organizational strategy (PDF of Word document) highlighting findings and recommendations, including selected graphics as applicable.
- ▶ Presentation (PowerPoint) of the organizational strategy to the Commissioner’s Court and other County leadership.
- ▶ Operational plan (PDF of Word document) with staffing, budget, metrics, and communication mechanisms.
- ▶ Opportunity dashboard (Microsoft PowerBI or other user-friendly format as agreed upon by TIP and the client) for tracking success metrics.

## RESOURCES FROM CLIENT

We are committed to working closely with our clients throughout each engagement. Our consulting team will seek assistance from the County in a number of areas, including:

- ▶ Identifying key stakeholders and helping to bring them to the table.
- ▶ Assisting in arranging meetings and providing meeting space.
- ▶ Providing information on any relevant policies, plans, strategies, current economic conditions, and historical and future trends.
- ▶ Developing a communications/public relations strategy to keep residents informed of progress as appropriate.
- ▶ Providing input and feedback on deliverables throughout the process.

## COST PROPOSAL

The cost for completion of this work is \$125,000, inclusive of all fees and expenses.

### PAYMENT SCHEDULE

Our standard payment terms are a flat fee payable in monthly installments based on the estimated length of the engagement with Net 30 payment terms. The final invoice is typically held until a final of all deliverables has been submitted. The table below outlines the project payment schedule based on our standard terms. However, alternate payment terms would be considered as part of the contract negotiation.

| MONTH          | DESCRIPTION  | AMOUNT           |
|----------------|--|------------------|
| August 2024    | Monthly installment  | \$25,000         |
| September 2024 | Monthly installment  | \$25,000         |
| October 2024   | Monthly installment  | \$25,000         |
| November 2024  | Monthly installment  | \$25,000         |
| December 2024  | Final invoice (typically held until final deliverables received) | \$25,000         |
| <b>TOTAL</b>   |  | <b>\$125,000</b> |

### ASSUMPTIONS

- **Travel.** We anticipate a combination of virtual and in-person meetings for this work. The not-to-exceed amount shown above (\$125,000) assumes four in-person trips to the region to conduct engagement activities. Trips may include a mix of travel modes and varying levels of staffing, travel days, etc. The timing of trips would be discussed as part of the development of a project work plan.
- **Deliverables.** All deliverables will be in electronic format. If requested, TIP can provide printed copies at cost. All deliverables will be provided in TIP's color scheme and fonts. Requests for custom branding must be agreed upon in advance and may be subject to an additional fee.

## TIMELINE

The TIP team is available to begin work immediately upon agreement of terms. The timeline assumes an August 2024 start date and estimates five months for project completion. It is intended to provide an overview of the process and can be adjusted to meet project objectives.

| TASK   | 2024 |      |     |     |     |
|--|------|------|-----|-----|-----|
|  | AUG  | SEPT | OCT | NOV | DEC |
| <b>DISCOVERY</b>                             |      |      |     |     |     |
| 1.1 Project launch                           | 1    |      |     |     |     |
| 1.2 Planning alignment                       |      |      |     |     |     |
| 1.3 Internal focus groups                    |      |      |     |     |     |
| <b>OPPORTUNITY</b>                           |      |      |     |     |     |
| 2.1 Best practices                           |      |      |     |     |     |
| 2.2 Organizational model                     |      | 2    |     |     |     |
| <b>IMPLEMENTATION</b>                        |      |      |     |     |     |
| 3.1 Organizational strategy                  |      |      | 3   | 5   | 7   |
| 3.2 Operations plan                          |      |      |     | 4   | 6   |
| 3.3 Project rollout                          |      |      |     |     | 7   |
| <b>ONGOING MEETINGS</b>                      |      |      |     |     |     |
| Staff team meetings                          |      |      |     |     |     |
| <b>SELECTED MILESTONES</b>                   |      |      |     |     |     |
| 1 Kickoff meeting                            |      |      |     |     |     |
| 2 Leadership meeting (organizational models) |      |      |     |     |     |
| 3 Draft organizational strategy              |      |      |     |     |     |
| 4 Draft operations plan                      |      |      |     |     |     |
| 5 Presentation of organizational plan        |      |      |     |     |     |
| 6 Opportunity dashboard                      |      |      |     |     |     |
| 7 Final written deliverables                 |      |      |     |     |     |

**NOTE:** TIP has a production process that should be factored into timelines for the development of deliverables. This process includes professional proofreading and design. The time required for production may vary based on the type of deliverable, planned uses and audiences, and amount of content.



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