

August 25, 2022

Commissioners Court Harris County, Texas

RE: State of Texas Department of Information Resources (DIR) Cooperative Contract

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Third Amendment to the Agreement(s) for the following:

Description:	Subscription-based research and related services for Harris County Universal Services - Technology					
Vendor(s):	Gartner, Inc.					
Amount:	\$540,563 previously approved funds <u>174,704</u> additional funds \$715,267					
Reviewed By:	Harris County Purchasing Universal Services - Technology					

The Amendment increases funding for additional licenses. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

Dehlsto Doper

DeWight Dopslauf Purchasing Agent

MO Attachment(s) cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 13, 2022

AMENDMENT TO THE DIR AGREEMENT BETWEEN HARRIS COUNTY AND GARTNER, INC.

THE STATE OF TEXAS § COUNTY OF HARRIS §

This Third Amendment to the above-referenced DIR Agreement is made and entered into by and between Harris County ("County" or "Customer"), a body corporate and politic under the laws of the State of Texas acting by and through the Harris County Universal Services, and Gartner, Inc. ("Vendor"). County and Vendor are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

On March 30, 2021, the County entered into an agreement (the "Agreement") with Vendor to acquire subscription-based research and related services, utilizing the State of Texas DIR contract, number DIR-TSO-4099.

The Parties amended the Agreement for the first time for the purpose of modifying the services and pricing schedule.

The Parties amended the Agreement for the second time to add funding for the renewal term for additional services.

The Parties now desire to the amend the Agreement for the third time to add funding for additional licenses.

Vendor warrants and represents it is capable of providing the services and is willing to provide the Services to the County.

Terms

I.

This Third Amendment shall be governed by the Agreement, which shall be incorporated by reference as though fully set forth word for word.

II.

The Agreement is hereby amended to add One Hundred Seventy-Four Thousand Seven Hundred Three Dollars and Fifty Cents (\$174,703.50) for additional licenses as described in further detail in the document titled "APPENDIX D to DIR Contract No. DIR-TSO-4099", attached hereto as Exhibit A and B.

The Term of this Amendment shall be for a period beginning upon execution by both Parties and remaining in full force and effect for twelve (12) consecutive months, unless earlier terminated in accordance with the terms of the Agreement.

IV.

LIMIT OF APPROPRIATION

- A) Vendor understands and agrees, said understanding and agreement being of the absolute essence of this Amendment, that the total maximum compensation that Vendor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay Vendor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Seventy-Four Thousand Seven Hundred Three Dollars and Fifty Cents (\$174,703.50), as certified available by the County Auditor and evidenced through the issuance of a Purchase Order from the Harris County Purchasing Agent.
- B) Vendor understands and agrees, said understanding and agreement being of the absolute essence of this contract, that the total maximum compensation that Vendor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Vendor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed the sume certified by the Purchase Order, unless mutually agreed upon in writing signed by both Parties. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of the Amendment is limited to this sum. When all the funds so certified are expended, Vendor's sole and exclusive remedy shall be to terminate this Amendment.
- C) In the event the charges for the Services to be provided will equal or exceed the amount certified available, Vendor will notify the County immediately. If the amount certified is depleted prior to the end of the term of this Amendment, Vendor may terminate all Services upon the total depletion of the certified funds unless the County certifies additional funds, as evidenced by a written amendment to the Agreement and the Purchase Order, in which event Vendor shall continue to provide the Services to the extent funds are available.

V.

TERMINATION

A) In the event either party has failed to substantially cure any material default or failure of performance under this Amendment within thirty (30) days after the breaching party's receipt of a written notice describing with reasonable specificity such alleged material default or failure of performance, then the non-breaching party may terminate this Amendment for cause by giving the breaching party a written notice of termination within fifteen (15) days after the expiration of the said thirty (30) day period.

B) County may terminate this Amendment at any time by giving thirty (30) days written notice to the other Party. Upon receipt of termination notice, Contractor shall discontinue all Services in connection with the performance of this Amendment and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Amendment.

VI.

It is expressly understood and agreed that the Agreement shall be incorporated herein by reference and made a part hereof. All capitalized terms used in this Amendment but not defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between the terms and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this Amendment shall control.

VII.

All other terms and provisions of the Agreement shall remain in full force and effect as originally written and subsequently amended.

VIII.

EXECUTION. Multiple Counterparts: This Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Amendment.

[SIGNATURE PAGE FOLLOWS]

GARTNER, INC.

HARRIS COUNTY

By:	Scott Lyon
Name	Scott Lyon
Title:	Director Legal Affairs
Date:	August 17, 2022

By:_____

LINA HIDALGO COUNTY JUDGE

APPROVED AS TO FORM: CHRISTIAN D. MENEFEE COUNTY ATTORNEY

By: Cherelle Sims

Cherelle Sims Assistant County Attorney C.A. File 22GEN2739

EXHIBIT A

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

(follow behind)

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

Gartner, Inc. Services Agreement for <u>HARRIS COUNTY</u> ("<u>Client</u>") 406 CAROLINE ST, Houston, TX 77002-2027

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

1. DEFINITIONS AND ORDER SCHEDULE

- Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions.
- *Service Descriptions*, the terms of which are incorporated by reference, are attached to this SA and describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service.

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

Summary of Services for <u>COUNTY OF HARRIS</u>

Service Name	Level of Access	<u>Ouantity</u>	<u>Name of User</u> to be Licensed	<u>Contract</u> <u>Term Start</u> <u>Date</u>	<u>Contract</u> <u>Term End</u> <u>Date</u>	<u>Annual Fee</u> <u>USD</u>	<u>Total Fee</u> <u>USD</u>
Gartner for Enterprise IT Leadership Team	Leader - Sourcing, Procurement & Vendor Mgmt	1	Karen Vasquez	01-SEP-2022	31-AUG-2023	\$72,131.00	\$72,131.00
Gartner for Enterprise IT Leadership Team	Cross Function Member - Sourcing, Procurement & Vendor Mgmt	3	TBD, Christina Hsu, Kim Campbell	01-SEP-2022	31-AUG-2023	\$56,808.00	\$56,808.00
				Term Total	(Excluding applicable taxes)		\$128,939.00
				Total Services:	(Excluding applicable taxes)		\$128,939.00

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2. SERVICE DESCRIPTIONS

Service Name/ Level of Access	Service Description URL
Gartner for Enterprise IT Leadership Team Leader	http://sd.gartner.com/sd_eitl_team_leader.pdf
Gartner for Enterprise IT Leadership Team Cross	http://sd.gartner.com/sd_eitl_team_cf_member.pdf
Function Member	

3. PAYMENT TERMS

Gartner will invoice Client in advance for all Services. Payment shall be in accordance with Section 7 of Appendix A of the DIR Contract DIR-TSO-4099. Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multiyear contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Name

Invoice Recipient Email

Invoice Recipient Tel. No.

5. AUTHORIZATION State of Texas Client:

Gartner, Inc.

Signature/Date

Signature/Date

Print Name and Title

Print Name and Title

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

[] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

General Terms and Guidelines for Vendor's Services

- 1. This SA for subscription-based research and related services (the "<u>Services</u>") is subject to Section 8.B. of Appendix A of the DIR Contract No. DIR-TSO-4099.
- 2. Services are the subscription-based research and related services described herein. Service Descriptions, Names and Levels of

Access are as detailed for each product offering. Vendor may periodically update the names and the deliverables for each Service.

- 3. *Modification of Services by Vendor*. In order to remain current and timely in its Service offerings, Vendor may make minor modifications from time to time in the content of any Service. If Vendor discontinues any Service in its entirety, Client may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.
- 4. *Licensed User* is the individual named in the Client Purchase Order who is licensed to use the Services. Client will limit access to the Services to the agreed upon number of Licensed Users.
- 5 Ownership and Use of the Services. Vendor owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in the Client Purchase Order (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the Usage Guidelines for Gartner Services ("Guidelines"), which are accessible to all Licensed Users via the "Policies" section of www.gartner.com. Among other things, these Guidelines describe how Client may substitute Licensed Users, excerpt from and/or share Vendor research documents within the Client organization, and quote or excerpt from the Services externally. Client may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Vendor's prior written permission. Licensed Users may not reproduce or distribute the Services externally without Vendor's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Client.

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

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

EXHIBIT B

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

(follow behind)

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

Gartner, Inc. Services Agreement for <u>HARRIS COUNTY</u> ("<u>Client</u>") 406 CAROLINE ST, Houston, TX 77002-2027

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1. DEFINITIONS AND ORDER SCHEDULE

- Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions.
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Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

2.

Summary of Services for <u>COUNTY OF HARRIS</u>

<u>Service Name</u>	Level of Access	<u>Ouantity</u>	<u>Name of User</u> to be Licensed	<u>Contract</u> <u>Term Start</u> <u>Date</u>	<u>Contract</u> <u>Term End</u> <u>Date</u>	<u>Annual Fee</u> <u>USD</u>	<u>Total Fee</u> <u>USD</u>
Executive	IT Executive	1	Tony	01-SEP-2022	28-FEB-2023	\$91,529.00	\$45,764.50
Programs	Member		Oguamanam				
Leadership Team							
				Term Total	(Excluding		\$45,764.50
					applicable		
					taxes)		
				Total Services:	(Excluding applicable taxes)		\$45,764.50

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Due to the non-standard, reduced Contract Term, the annual deliverables provided as part of the Service set forth above will be pro-rated accordingly. Continuation of services beyond the current contract term end date listed above will require a minimum contract term of 12 months, as per standard licensing policy.

3. SERVICE DESCRIPTIONS

Service Name/ Level of Access	Service Description URL
Executive Programs Leadership Team IT Executive Member	http://sd.gartner.com/sd_ep_team_ite_member.pdf

4. PAYMENT TERMS

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

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

5. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Name

Invoice Recipient Email

Invoice Recipient Tel. No.

6. AUTHORIZATION State of Texas Client:

Gartner, Inc.

Signature/Date

Signature/Date

Print Name and Title

Print Name and Title

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

[] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

General Terms and Guidelines for Vendor's Services

- 1. This SA for subscription-based research and related services (the "<u>Services</u>") is subject to Section 8.B. of Appendix A of the DIR Contract No. DIR-TSO-4099.
- 2. Services are the subscription-based research and related services described herein. Service Descriptions, Names and Levels of

Access are as detailed for each product offering. Vendor may periodically update the names and the deliverables for each Service.

- 3. *Modification of Services by Vendor*. In order to remain current and timely in its Service offerings, Vendor may make minor modifications from time to time in the content of any Service. If Vendor discontinues any Service in its entirety, Client may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.
- 4. *Licensed User* is the individual named in the Client Purchase Order who is licensed to use the Services. Client will limit access to the Services to the agreed upon number of Licensed Users.
- 5 Ownership and Use of the Services. Vendor owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in the Client Purchase Order (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the Usage Guidelines for Gartner Services ("Guidelines"), which are accessible to all Licensed Users via the "Policies" section of www.gartner.com. Among other things, these Guidelines describe how Client may substitute Licensed Users, excerpt from and/or share Vendor research documents within the Client organization, and quote or excerpt from the Services externally. Client may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Vendor's prior written permission. Licensed Users may not reproduce or distribute the Services externally without Vendor's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Client.

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

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

ORDER OF COMMISSIONERS COURT Authorizing execution of an amendment to a DIR agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2022 with all members present except ______.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE DIR AGREEMENT BETWEEN HARRIS COUNTY AND GARTNER, INC.

Commissioner ______ introduced an order and made a motion that the same be adopted. Commissioner ______ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	Yes	<u>No</u>	<u>Abstain</u>
Judge Hidalgo			
Comm. Ellis			
Comm. Garcia			
Comm. Ramsey			
Comm. Cagle			

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, an Amendment to the Agreement between Harris County and Gartner, Inc. to add funding for additional licenses for a cost not-to-exceed One Hundred Seventy-Four Thousand Seven Hundred Three Dollars and Fifty Cents (\$174,703.50). The Agreement and Amendment are incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.