COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 145778

PAGE 1 OF 9

DATE: 8/19/2025

SUBJECT: **CONSIDERATION OF ADDENDUM - HUMAN RESOURCES SUBSCRIPTION BASED RESEARCH AND RELATED SERVICES - #DIR-CPO-5253 - HUMAN RESOURCES - GARTNER, INC.**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Addendum for Information Technology Subscription Based Research and Related Services, utilizing the State of Texas Department of Information Resources (DIR) Contract #DIR-CPO-5253, for Human Resources, with Gartner, Inc. at the per contract terms.

BACKGROUND

On January 28, 2025, the Commissioners Court, through Court Order #144657, considered the use of subscription-based research and related services from Gartner, Inc. through the State of Texas Department of Information Resources (DIR) Contract #DIR-CPO-5253.

Gartner, Inc. is a research and advisory provider of industry-leading, technology-related insight, guidance, and tools to enable information technology professionals to make informed business decisions. The subscription-based services provide key, on-demand deliverables such as diagnostic tools, templates, and case studies; selected vendor reports, and inquiry calls with Gartner research experts.

The current request will permit the Human Resources Department to utilize the research experts and advisory tools of the market industry to provide guidance and tools to improve employee recruitment, employee experiences, and build skilled leaders.

The term of the contract is effective September 1, 2025, with two (2) options for renewal periods of twelve (12) months each.

The Addendum is attached for approval and signature. The District Attorney's Office reviewed the contract as to form.

FISCAL IMPACT

Funding in the amount of $81,311.00 is available in account 10000-2025 General Fund/1820100000 Human Resources/569011 Professional Services.

SUBMITTED BY	Purchasing	PREPARED BY:	Dallas Arter
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

Addendum to
DIR Contract No. DIR-CPO-5253

This Addendum ("Addendum") is effective 9/1/2025 and is between Tarrant County with an address of 100 E. Weatherford St., Suite 501, Fort Worth, TX 76196 ("Customer") and **Gartner, Inc.** with an address of 56 Top Gallant Road, Stamford, CT 06904 ("Vendor").

WHEREAS, Customer and Vendor are entering into a contract as evidenced by that certain Quote #**1-2L6V9HRJ** dated September 1, 2025 (the "Quote"), which incorporates DIR Contract No. DIR-CPO-5253 (the "DIR Contract") between the State of Texas, acting by and through the Department of Information Resources, and Vendor, as amended from time to time (collectively with the Quote and this Addendum, the "Agreement"); and

WHEREAS, Customer and Vendor desire to amend certain provisions of the Quote and the DIR Contract;

NOW THEREFORE, in consideration of the premises and the representations and mutual undertakings hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Governing Terms. The DIR Contract, the Quote and this Addendum shall govern this purchase.

2. Jurisdiction; Venue. Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the parties irrevocably consent to the jurisdiction and venue of such courts.

3. Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement.

4. Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Vendor warrants and represents that: (1) neither Vendor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Vendor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Vendor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. Vendor further represents and warrants that neither Vendor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

5. Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association.

6. Boycott of Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement.

7. Compliance with Laws. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

8. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

[Remainder of Page Intentionally Left Blank]

Gartner, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Tarrant County

By: Separate Electronic Signature Page

Name: Tim O'Hare

Title: County Judge

Date: _____

APPROVED AS TO FORM:

James Marvin Nichols

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____ Date: _____

Auditor's Office

Addendum to DIR contract 090123.docx

DIR-CPO-5253 APPENDIX D
Gartner, Inc. Services Agreement for Tarrant County ("Customer")

This Service Agreement ("**SA**") and DIR Contract No. DIR-CPO-5253 constitutes the complete agreement between **Gartner, Inc.** of 56 Top Gallant Road, Stamford, CT 06904 ("**Gartner**") and Customer for the Services (as defined below). The SA is based upon and governed by the Contract for Services with the State of Texas Department of Information Services ("DIR") Contract No. DIR-CPO-5253 (the "DIR Contract") between Gartner and DIR, the terms of which are incorporated by reference for use by the Customer. In the event of a conflict between this SA and the DIR Contract, the DIR Contract shall control. The General Terms contained herein and all applicable Vendor Services Descriptions shall apply to this SA and shall be effective when signed by both parties. Customer agrees to subscribe to the following Services for the term and fees set forth below. All fees shall be as set forth in Appendix C of DIR Contract No DIR-CPO-5253.

1. DEFINITIONS AND ORDER SCHEDULE

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

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

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

Service Name	Level of Access	Number of Users	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee $	Total Fee $
Gartner for HR Leaders	**Team Leader**	**1**	**Roxie Held**	**01-SEP-2025**	**31-AUG-2026**		
Gartner for HR Leaders	**Team Member Reference**	**2**	**TBD**	**01-SEP-2025**	**31-AUG-2026**		
				Term Total	**(Excluding applicable taxes)**		**$81,311.00**
Gartner for HR Leaders	**Team Leader**	**1**	**Roxie Held**	**01-SEP-2026**	**31-AUG-2027**		
Gartner for HR Leaders	**Team Member Reference**	**2**	**TBD**	**01-SEP-2026**	**31-AUG-2027**		
				Term Total	**(Excluding applicable taxes)**		**$86,196.00**
Gartner for HR Leaders	**Team Leader**	**1**	**Roxie Held**	**01-SEP-2027**	**31-AUG-2028**		
Gartner for HR Leaders	**Team Member Reference**	**2**	**TBD**	**01-SEP-2027**	**31-AUG-2028**		
				Term Total	**(Excluding applicable taxes)**		**$91,380.00**

				Total Services	**(Excluding applicable taxes)**		**$258,887.00**

1-2L6V9HRJ 2601 FA000400

The pricing for optional years beyond the base period 01-SEP-2025 through 31-AUG-2026 is provided for evaluation/budgetary purposes only. The actual Option Year pricing will be the lesser of that displayed or the pricing in the then current Texas DIR pricing in effect when an Option is exercised.

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access	**Service Description URL**
Gartner for HR Leaders Team Leader	**http://sd.gartner.com/sd_hr_team_leader.pdf**
Gartner for HR Leaders Team Member Reference	**http://sd.gartner.com/sd_hr_team_reference_member.pdf**

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, 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. All PO's are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

CUSTOMER BILLING INFORMATION

_____ _____

Purchase Order Number *Billing Address*

_____ _____ _____

Invoice Recipient Name *Invoice Recipient Email* *Invoice Recipient Tel. No.*

4. AUTHORIZATION

State of Texas Customer: **Gartner, Inc.**

_____ _____

Signature/Date *Signature/Date*

_____ _____

Print Name and Title Print Name and Title

General Terms and Guidelines for Vendor's Services

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

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

information to the extent required by legal process. Customer acknowledges that Vendor is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Vendor's research, analysis or consulting organization(s) from other sources.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Addendum - Information Technology Subscription Based Research and Related Services - #DIR-CPO-5253 - Information Technology - Gartner, Inc.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

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Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

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