

AMENDMENT No. 1 to the AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR with GARTNER, INC.

WHEREAS, on February 1, 2022, THE COUNTY OF SANTA BARBARA ("County") and Gartner, Inc. ("Contractor") entered into an Agreement for Services of Independent Contractor BC21227 ("Agreement");

WHEREAS, the parties hereto now wish to increase the total amount of compensation under the Agreement from \$710,089.67 to \$796,089.67, and to provide for additional services under the Agreement; and

WHEREAS, the parties hereto desire to amend the Agreement to reflect the foregoing in accordance with the provisions of the Agreement.

NOW, THEREFORE, County and Contractor hereby agree to amend the Agreement as follows:

I. Exhibit A to the Agreement is hereby amended by replacing Exhibit A in its entirety with Exhibit A attached hereto and incorporated herein by reference (including Exhibits A-1 through A-4).

II. Exhibit B to the Agreement is hereby amended by replacing Exhibit B in its entirety with Exhibit B attached hereto and incorporated herein by reference.

III. The Agreement is hereby amended by adding Exhibit D, attached hereto and incorporated by reference, to the Agreement as Exhibit D thereto.

IV. Section 25 of the Agreement is hereby amended by replacing Section 25 in its entirety to read as follows:

"ENTIRE AGREEMENT AND AMENDMENT"

This Agreement, including all attachments and exhibits hereto, contains the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the parties hereto either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by each the parties to this Agreement, and by no other means. Each party hereto waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel."

V. Section 32 of the Agreement is hereby amended by replacing Section 32 in its entirety to read as follows:

"PRECEDENCE"

In the event of conflict between the provisions contained in Sections 1 through 32 of this Agreement and the provisions contained in the Exhibits attached hereto, the provisions Sections 1 through 32 of this Agreement shall prevail over (i) the provisions of the Exhibits, as well as (ii) any separate terms, conditions, or policies provided by

Contractor, and any attachments thereto. This Agreement is based on that certain Master Client Agreement (7914) dated March 15, 2019, by and between Contractor and Ventura County for services procured via competitive bidding conducted by Ventura County (MCA"). A true and correct copy of the MCA is attached hereto as Exhibit D. With the exception of Article 29 of the MCA, the provisions of this Agreement and all Exhibits and attachments hereto other than the MCA attached hereto as Exhibit D shall prevail over any conflicting provisions of the MCA."

VI. Except as otherwise amended by this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect.

VII. The signatories to this Amendment No. 1 have the authority to bind the parties hereto. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

[Signature Pages follow]

COUNTY SIGNATURE PAGE

Amendment No. 1 to the Agreement for Services of Independent Contractor between the **County of Santa Barbara and Gartner, Inc.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective as of the date this Amendment No. 1 is fully executed by all of the parties hereto.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Sheila da Guerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *[Signature]*
Chair, Board of Supervisors

Date: 5-2-23

Recommended for Approval

Kirk Lagerquist
Department of General Services

By: DocuSigned by:
Kirk Lagerquist
19AEDA90054E4CE
Director

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: DocuSigned by:
Jeresa M. Martinez
232E4E3E173540D
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: DocuSigned by:
Robert Guis IV
D25010E2AF0048E
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: DocuSigned by:
Gregory Milligan
D0246AC1E64247D
Risk Management

CONTRACTOR SIGNATURE PAGE

Amendment No. 1 to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Gartner, Inc.**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement to be effective as of the date this Amendment No. 1 is fully executed by all of the parties hereto.

CONTRACTOR:

Gartner, Inc.

DocuSigned by:
Ashley Beluch
3C6861B4DAC2436...

By: _____

Authorized Representative

Ashley Beluch

Name: _____

Title: Senior Contracts Specialist

EXHIBIT A

SCOPE OF SERVICES

Gartner shall provide the services described in this Statement of Work.

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 set forth in Exhibits A-1 through A-4, below. Service Names and Levels of Access are defined in the Service Descriptions. If Client adds Services or upgrades the level of service or access, an additional amendment to this Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA are set forth in Exhibits A-1 through A-4, below.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Core IT Research	Advisor	1	Virginia Butterfield	01-FEB-2022	30-JUN-2023	\$12,570.00	\$17,807.50
Executive Programs Leadership Team Plus	Delegate Member	1	Andre Monostori	01-FEB-2022	30-JUN-2023	\$54,400.00	\$77,066.67
Executive Programs Leadership Team Plus	Leader	1	Chris Chirgwin	01-FEB-2022	30-JUN-2023	\$101,000.00	\$143,083.33
Executive Programs Leadership Team Plus	Advisor Member	1	Mark Garcia	01-FEB-2022	30-JUN-2023	\$39,300.00	\$55,675.00
Executive Programs Leadership Team Plus	Advisor Member	1	Aimee Miller	01-MAY-2023	31-MAY-2023		\$0
Executive Programs Leadership Team Plus	Advisor Member	1	Aimee Miller	01-JUN-2023	30-JUN-2023		\$0
				Term Total	(Excluding applicable taxes)		\$293,632.50
				Estimated Credit	(Excluding applicable taxes)		(\$25,020.83)
				TOTAL	(Excluding applicable taxes)		\$268,611.67
Core IT Research	Advisor	1	Virginia Butterfield	01-JUL-2023	30-JUN-2024	\$13,200.00	\$13,200.00
Executive Programs Leadership Team Plus	Delegate Member	1	Andre Monostori	01-JUL-2023	30-JUN-2024	\$57,120.00	\$57,120.00
Executive Programs Leadership Team Plus	Leader	1	Chris Chirgwin	01-JUL-2023	30-JUN-2024	\$105,040.00	\$105,040.00

Executive Programs Leadership Team Plus	Advisor Member	1	Mark Garcia	01-JUL-2023	30-JUN-2024	\$40,700.00	\$40,700.00
Executive Programs Leadership Team Plus	Advisor Member	1	Aimee Miller	01-JUL-2023	30-JUN-2024	\$42,000.00	\$42,000.00
				Term Total	(Excluding applicable taxes)		\$258,060.00
Core IT Research	Advisor	1	Virginia Butterfield	01-JUL-2024	30-JUN-2025	\$13,860.00	\$13,860.00
Executive Programs Leadership Team Plus	Delegate Member	1	Andre Monostori	01-JUL-2024	30-JUN-2025	\$59,980.00	\$59,980.00
Executive Programs Leadership Team Plus	Leader	1	Chris Chirgwin	01-JUL-2024	30-JUN-2025	\$109,250.00	\$109,250.00
Executive Programs Leadership Team Plus	Advisor Member	1	Mark Garcia	01-JUL-2024	30-JUN-2025	\$42,328.00	\$42,328.00
Executive Programs Leadership Team Plus	Advisor Member	1	Aimee Miller	01-JUL-2024	30-JUN-2025	\$44,000.00	\$44,000.00
				Term Total	(Excluding applicable taxes)		\$269,418.00
				Total Services:	(Excluding applicable taxes)		\$796,089.67

EXHIBIT A-1

SERVICE DESCRIPTION

Gartner

Client Initials: _____

SERVICE DESCRIPTION
Attachment to the Service Agreement
CORE IT RESEARCH ADVISOR

Core IT Research Advisor (the "Service") provides clients with research and advice about information technology and a base of knowledge to capitalize on IT technologies and markets.

DELIVERABLES

Each user designated by the Client ("Licensed User") receives the following Deliverables:

- **Spotlights** — Reflect hot client issues, consider the issues from several different perspectives and tie together research from all the Core IT Research deliverables.
- **Special Reports** — Cover underlying research themes that cut across technology or industry-specific research, or provide in-depth strategic analysis of trends, industry developments, vendors, products and services.
- **Published Research** — Focus on companies, products, markets, decision frameworks, tactical guidelines, case studies and strategic planning assumptions.
- **Alerts** — Event-driven bulletins, addressing each of the IT and telecom markets.
- **NewsTakes** — Industry-focused newsletters providing up-to-the-minute analysis on the top stories in the hardware and semiconductor markets, capturing recent announcements and their potential impact on the market.
- **Individual Inquiry** — Provides Licensed Users with access to Gartner research advisors who are associated with this Service. Participation in inquiry sessions, as part of this Service, is subject to the following terms:
 1. Participation in inquiry calls is limited to the Licensed User(s) and the research advisor only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call).
 2. Licensed Users may engage with a research advisor: (i) to discuss a Gartner Research document published within the scope of their specific Service, and/or (ii) to apply a Gartner Research document to a related issue that their company is facing.
 3. Inquiry sessions may take up to 30 (thirty) minutes of a research advisor's time.
 4. Inquiry sessions may also be used to request basic technology reviews of business-related documents that are 20 (twenty) pages or less and take up to 60 (sixty) minutes of a research advisor's time. Examples of these documents include requests for proposals, marketing or business plans and procurement agreements.
- **Webinars** — Periodic Web conferences where Gartner research advisors speak on timely topics in information technology and then solicit questions from listeners.
- **Talking Technology Series** — Commentaries on the latest IT topics in a monthly audio program that can be listened to on gartner.com or downloaded to listened to in MP3 format.
- **Summit Ticket** — The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Conference as specified in the Ticket Letter emailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Summit or Catalyst Event.

ADDITIONAL USAGE INFORMATION

Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

Service Description: Core IT Research Advisor, Version 11.0, January 2015 — Page 1 of 1

EXHIBIT A-2

SERVICE DESCRIPTION

Gartner

SERVICE DESCRIPTION
Attachment to the Service Agreement
**EXECUTIVE PROGRAMS LEADERSHIP TEAM PLUS
LEADER**

Executive Programs Leadership Team Plus: Leader (the "Service") is designed for the most senior technology executive in the client company ("Client"), typically the CIO, and his or her leadership team. The Service provides Client with (i) an ongoing advisory relationship with Gartner, and (ii) a thinking partner to contextualize Gartner insights. This Service requires the separate purchase of an Executive Programs Leadership Team Plus Member Service.

DELIVERABLES

The Executive Programs Leadership Team Plus is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users."

1. The Deliverables for the Leader are set forth below.

- Assigned Service Delivery Team
- Value Reviews
- Virtual Team Workshop
- Access to Research Experts
- Research Briefing
- Gartner IT Symposium/Xpo™ with Executive Programs VIP Access
- Executive Programs Events
- Peer Networking
- Leadership Development Research and related content
- Gartner for IT Leaders Research and related content
- Strategic Business Content for IT Executives
- Peer & Practitioner Research
- IT Key Metrics Data
- Executive Programs Research and related content
- IT Podcast Series

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned Service Delivery Team**

An Executive Partner with experience in senior technology executive roles and a client success manager will serve as the Leader's primary points of contact for this Service. They will help define and develop individualized strategies based on their priorities and initiatives ("Leader Agenda"). The Leader may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: Strategy Meetings, Research Expert ("expert") interactions, local events, Symposium attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

Strategy Meetings between the Leader and by invitation of the Leader, one or more of the Leader's peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Leader, and/or to drive the Leader Agenda.

The client success manager, an experienced service professional who understands the Client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The service professional facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

Service Description: Executive Programs Leadership Team Plus: Leader, Version 4.2, August 2021 — Page 1 of 3

Gartner

- (b) **Value Reviews** – The Executive Partner will periodically conduct Value Reviews with the Leader against the Leader Agenda.
- (c) **Virtual Team Workshop** – A half-day annual strategy session (jointly determined by the Executive Partner and Leader), facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops. The session may include non-Team Members up to a total of 25 (twenty-five) participants.
- (d) **Access to Research Experts** – Provides access to Research Experts (“experts”) who are associated with this Service. Participation is limited to the experts, the Leader, and Team Members. The Leader must be present on the inquiry call and lead the discussion and questions in order to advance the Leader Agenda. Leader may, on an occasional and infrequent basis (not to exceed 10 (ten) times per contract year, and not to exceed more than 25 (twenty-five) individuals per session), include in inquiry non-Team Members from within the Client’s organization.
Prioritized Scheduling – The Leader is entitled to prioritized scheduling for inquiry and 1-on-1 sessions at Gartner IT Symposium/Xpo.
Research Briefing – One (1) briefing session per contract period with an expert, delivered remotely, not to exceed four (4) hours. The session may include Team Members and others from the Client’s organization, up to a total of 25 (twenty-five) participants.
- (e) **Conference and Events**
Attendance at Gartner IT Symposium/Xpo™ – One (1) complimentary, nontransferable invitation to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements and Executive Programs VIP access, as further referenced below.
Executive Programs Events – Complimentary, nontransferable invitation to attend virtual Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.
- (f) **Peer Networking**
Peer Directory – Access to searchable directory of senior technology leaders and CEOs.
Online Forums – Access to discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.
Offline Meetups – Access to designated lounges at Gartner IT Symposium/Xpo.
Facilitated Networking – Executive Partner will, upon request, arrange virtual meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.
Peer Roundtables – Access to facilitated discussions with peers; participation limited to executives with similar job roles.
- (g) **Leadership Development Research and related content** – Customized professional development content for the development of technology leaders, targeted to Team Members.
- (h) **Gartner for IT Leaders Research and related content**
Includes Core IT and role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner experts.
- (i) **Strategic Business Content for IT Executives** – Access to content that aligns to the changing roles of IT Executives and provides guidance around how IT Executives can be better business partners to their peers.
- (j) **Peer & Practitioner Research** – Includes peer benchmarks, best practices, case studies, tools, and templates.

Service Description: Executive Programs Leadership Team Plan, Leader, Version 4.2, August 2021 – Page 2 of 3

Gartner

(k) **IT Key Metrics Data** – Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

(l) **Executive Programs Research and related content**

Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

Business Research and related content – Targeted to CIOs, CFOs, and other business executives.

Note: For all Research Access (Letters (g) to (j) and (l), above) – Leader may, on an occasional and infrequent basis, forward to other individuals in Client's organization no more than 25 (twenty-five) individual Gartner Research documents per contract year. This may not be done on a routine basis, or via posting on Client's intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

(m) **IT Podcast Series** – A subscription-based podcast series featuring Gartner Research experts' perspectives on business priorities and challenges on topics in information technology.

ADDITIONAL USAGE INFORMATION

The Conference invitation entitles the Licensed User to register for one (1) Conference and is valid for 12 (twelve) months from the date of issue. A conference invitation provided as part of a Gartner Research offering is valid only for a conference during the contract term of that Research offering. Invitations are not transferable. A single invitation may not be used by more than one (1) employee of the client company and may not be used for admission to any conference other than the Gartner IT Symposium/Xpo Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombudsman@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of gartner.com.

EXHIBIT A-3

SERVICE DESCRIPTION

Gartner

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM PLUS
ADVISOR TEAM MEMBER

Executive Programs Leadership Team Plus: Advisor Team Member (the "Service") permits client ("Client") to identify an advisor team member, typically an individual reporting to the most senior IT executive, usually the CIO, for professional development as a team member. The Service, which is part of Executive Programs Leadership Team Plus, requires the separate purchase of the Executive Programs Leadership Team Plus: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team Plus is comprised of two (2) sets of users: (i) the "Team Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and Team Members are "Licensed Users."

1. The Deliverables for the Advisor Team Member are set forth below.

- Assigned Client Service Manager
- Virtual Team Workshop
- Access to Research Experts
- Peer Engagement and Insights
- Peer & Practitioner Research
- Gartner IT Symposium/Xpo™
- Executive Programs Research and related content
- Gartner for IT Leaders Research and related content
- Strategic Business Content for IT Executives
- Leadership Development Research and related content
- IT Key Metrics Data
- IT Podcast Series

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned Client Service Manager**

In their role as the single point of contact from Gartner, the client service manager understands the Client's context and priorities and helps them understand the entitlements of their Service. The service professional facilitates a coordinated, concierge-level service approach to help the team leverage the most relevant Gartner resources and ensure alignment among Team Members and the Team Leader.

(a) **Virtual Team Workshop:** An up to half-day annual strategy session facilitated the Executive Partner and focused on application of Gartner Executive Programs research and action planning. Workshop topic is selected from a list of available workshops by Team Member and the Executive Partner.

(b) **Access to Research Experts**

Inquiry: Access to Gartner experts associated with this Service. Inquiry call participation is limited to expert and the Advisor Team Member. The inquiry topic may be any area of Gartner-covered Research.

(c) **Peer Engagement and Insights**

Gartner provides opportunities for peer engagement in a variety of ways. Peer Insights platform and other Gartner assets enables Licensed Users to make new connections with qualified peers, digitally engage, access community features and exclusive features specific to client role.
Peer & Practitioner Research: Includes peer benchmarks, best practices, case studies, tools, and templates.

Service Description: Executive Programs Leadership Team Plus: Advisor Team Member, Version 6.0, January 2023 — Page 1 of 2

Gartner

Attendance at Gartner IT Symposium/Xpo™: One (1) complimentary, nontransferable invitation to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements, as further referenced below.

Offline Meetups: Access to designated program lounges at Gartner IT Symposium/Xpo.

(d) **Research Access**

Executive Programs Research and related content

- **Research Reports:** Up to 12 (twelve) reports per year, covering Gartner-selected topics on areas where business and IT intersect (schedules are approximations and are dependent on the publication schedule of relevant research). Includes associated tools and teleconferences hosted by Executive Programs authors to discuss topics of their reports.
- **Business Research and related content:** Targeted to CIOs, CFOs, and other business executives.

Gartner for IT Leaders Research and related content: Includes Gartner Core IT and Role-specific Research and IT Podcast Series.

Strategic Business Content for IT Executives: Access to content that aligns to the changing roles of IT executives and provides guidance around how IT executives can be better business partners to their peers.

Leadership Development Research and related content: Customized professional development content for technology leaders, targeted to Team Members.

- (e) **IT Key Metrics Data:** Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

- (f) **IT Podcast Series:** A subscription-based podcast series featuring Gartner experts' perspectives on business priorities and challenges on topics in information technology.

ADDITIONAL USAGE INFORMATION

The conference invitation or Ticket entitles Licensed User to register for one (1) conference and is valid for 12 (twelve) months from date of issue. A conference invitation provided as part of a Gartner research offering is valid only for a conference during the contract term of that service. One (1) Ticket is issued per contract term of twelve (12) months – a shorter contract term does not entitle Client to a conference invitation. Invitations are nontransferable. A single invitation may not be used by more than one (1) client company employee and may not be used for admission to any conference other than Gartner IT Symposium/Xpo Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of gartner.com.

EXHIBIT A-4

SERVICE DESCRIPTION

Gartner

SERVICE DESCRIPTION
Attachment to the Service Agreement
**EXECUTIVE PROGRAMS LEADERSHIP TEAM PLUS
DELEGATE TEAM MEMBER**

Executive Programs Leadership Team Plus: Delegate Team Member (the "Service") permits the client ("Client") to identify an individual reporting to the most senior IT executive, typically the CIO, for professional development as a team member and to serve as proxy for the leader. The Service, which is part of Executive Programs Leadership Team Plus, requires the separate purchase of the Executive Programs Leadership Team Plus: Leader Service.

DELIVERABLES.

The Executive Programs Leadership Team Plus is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users."

1. The Deliverables for the Delegate Team Member are set forth below.

- Assigned Service Delivery Team
- Virtual Team Workshop
- Access to Research Experts
- Gartner IT Symposium/Xpo™
- Peer Networking
- Gartner for IT Leaders Research and related content
- Strategic Business Content for IT Executives
- Peer & Practitioner Research
- IT Key Metrics Data
- Executive Programs Research and related content
- Leadership Development
- IT Podcast Series

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned Service Delivery Team**

An Executive Partner, who has experience in senior technology executive roles, and a client success manager will be assigned to the Delegate Team Member, who may serve as proxy for the Team Leader in working with the Executive Partner on the Leader Agenda. The client success manager is an experienced service professional who understand the Client's context and priorities and helps the Client understand the entitlements of their Service. In his/her role as the single point of contact from Gartner, the service professional provides the following: (i) a personalized, proactive, concierge-level, coordinated service approach to help the team leverage the most relevant Gartner resources, and (ii) alignment among Team Members and the Team Leader.

(b) **Virtual Team Workshop** – A half-day annual strategy session (jointly determined by the Executive Partner and Leader), facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops. The session may include non-Team Members up to a total of 25 (twenty-five) participants.

(c) **Access to Research Experts**

Inquiry for the Delegate Team Member – Participation is limited to the Research Expert ("expert") and the Delegate Team Member. The inquiry topic may be any area of Gartner-covered Research.

(d) **Attendance at Gartner IT Symposium/Xpo™** – One (1) complimentary, nontransferable invitation to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements, as further referenced below.

Gartner

- (e) **Peer Networking**
 - Peer Directory** – Access to searchable directory of senior technology leaders.
 - Online Forums** – Access to discussions of common issues among peers on gartner.com.
 - Offline Meetups** – Access to designated lounges at Gartner IT Symposium/Xpo.
- (f) **Gartner for IT Leaders Research and related content** – Includes Core IT and role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner experts.
- (g) **Strategic Business Content for IT Executives** – Access to content that aligns to the changing roles of IT Executives and provides guidance around how IT Executives can be better business partners to their peers.
- (h) **Peer & Practitioner Research** – Includes peer benchmarks, best practices, case studies, tools, and templates.
- (i) **IT Key Metrics Data** – Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.
- (j) **Executive Programs Research and related content**
 - Research Reports** – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
 - Business Research and related content** – Targeted to CIOs, CFOs, and other business executives.
- (k) **Leadership Development**
 - Leadership Development Research and related content** – Customized professional development content for the technology leaders, targeted to Team Members.
 - Leadership Development Coaching** – Executive Partner and Delegate Team Member create an Individual Development Plan to identify key areas of focus and priorities (the “Plan”). Progress against the Plan will be reviewed during the contract year as follows: Up to four (4) times per year, the Executive Partner will conduct Coaching Teleconferences with the Delegate Team Member to:
 - (i) review and apply Leadership Development Content, Executive Programs Research, or other relevant content; (ii) advise the Delegate Team Member in the context of the Delegate Team Member’s professional and career goals; and (iii) develop, discuss the progress of, or evaluate the Plan.
 - (l) **IT Podcast Series** – A subscription-based podcast series featuring Gartner Research experts’ perspectives on business priorities and challenges on topics in information technology.

ADDITIONAL USAGE INFORMATION

The Conference invitation entitles the Licensed User to register for one (1) Conference and is valid for 12 (twelve) months from the date of issue. A conference invitation provided as part of a Gartner Research offering is valid only for a conference during the contract term of that Research offering. Invitations are not transferable. A single invitation may not be used by more than one (1) employee of the client company and may not be used for admission to any conference other than the Gartner IT Symposium/Xpo Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombudsman@gartner.com.

Service Description: Executive Programs Leadership Team Plus: Delegate Team Member, Version 4.2, August 2021 – Page 2 of 3

Gartner

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](#).

Service Description: Executive Programs Leadership Team Phc: Delegate Team Member, Version 4.2, August 2021 - Page 3 of 3

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements and credit, not to exceed **\$796,089.67**.
- B. The credit received by the COUNTY referenced above is in the amount of **\$25,020.83**, which represents the portion of the fee paid by County applicable to the remaining, unfulfilled Term of the Contract dated April 1, 2021, through March 31, 2022.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A**.
- D. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the services performed as specified below, clearly identifying the work performed. These invoices must reference the assigned Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Invoices will cover the following dates:

- February 2022 invoice for February 1, 2022 through June 30, 2023
 - June 2023 invoice for July 1, 2023 through June 30, 2024
 - June 2024 invoice for July 1, 2024 through June 30, 2025
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT D

Master Client Agreement (7914)

Exhibit D

^{DS}
AB

COUNTY OF VENTURA CONTRACT NUMBER #7914

This Contract is hereby entered into by and between the County of Ventura ("County") and Gartner, Inc. ("Gartner "or "Contractor") (collectively, "parties").

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing Information Technology Consulting services hereinafter described.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in the Scope of Work entitled: Ventura County RFP 5962 Table 2 – Service Descriptions, Attachment A, which is incorporated herein by reference.

2. **PAYMENTS**

For services rendered in accordance with all terms, conditions and specifications set forth herein and in Attachment A, County will make payment to Contractor in the amount and in the manner specified in the Fee Schedule entitled: Ventura County RFP 5962 Table 1 – Research and Advisory Services, Attachment B.

3. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and no relationship of employer and employee is created by this Contract. Neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be a member, partner, employee, subcontractor or otherwise of Contractor, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or other employee benefits of any kind.

Except as provided in this Contract, Contractor in the performance of the services hereunder agreed to be performed is subject to the control or direction of County solely as to the results to be accomplished by the services and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and applicable requirements of law will be the responsibility of and determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

Contractor will comply with all applicable provisions of the Worker's Compensation Insurance and Safety Act of the State of California (codified as amended

commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all similar state and federal laws, and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said laws which may be incurred by reason of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract. County may withhold its consent to assignment at its discretion.

5. **TIMING**

Time is of the essence in the performance of this Contract.

6. **TERM**

The term of this Contract will commence on March 12, 2019 and be in effect through March 11, 2024, unless earlier terminated pursuant to the terms and conditions set forth herein.

Continuation of the Contract is subject to the appropriation of funds for such purpose by County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this Contract and Contractor will relieve County of any further obligation hereunder.

7. **TERMINATION**

Termination for Breach - Either party may, upon giving ten (10) business days' written notice identifying specifically the basis for such notice, terminate the Master Agreement or a Service Agreement issued subject to the Master Agreement for breach of a material term or condition of the Master Agreement, provided the other party shall not have cured such breach within the ten (10) business day cure period.

Termination for Convenience - County may terminate this Master Agreement for its convenience upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, Contractor shall be entitled to payment of all Service Agreements issued prior to the effective date of such termination. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement for breach and/or County's convenience shall survive such expiration or termination.

8. **TRANSFER OF PROPERTY**

On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for

this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files.

9. DEFAULT; TERMINATION AFTER DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice. The foregoing requirement for written notice and opportunity to cure does not apply to a termination pursuant to section 6.

10. INDEMNIFICATION AND HOLD HARMLESS

Person and/or Tangible Property - Contractor agrees to indemnify, defend and hold harmless the County, its employees, officers and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the Contractor, its personnel, or agents during the course of the Services under this Agreement.

Contractor agrees to waive all rights of subrogation against County for losses arising proximately and directly from the activities and work covered by this Agreement.

11. INSURANCE PROVISIONS

A) Contractor, at Contractor's sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial automobile liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles, and also including uninsured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
- 3) Workers' compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and employer's liability coverage in the minimum amount of \$1,000,000.
- 4) Professional liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- B) All insurance coverage Contractor is required to obtain and maintain will be primary coverage as respects County, and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Contractor must purchase additional coverage to meet requirements.
- D) For the general liability insurance required above, County and, if applicable, County's dependent special districts are to be named as additional insureds as respects work done by Contractor under the terms of this Contract.
- E) Contractor agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the services, work and/or activities performed under the terms of this Contract.
- F) Contractor shall employ commercially reasonable efforts to advise County within thirty (30) days of any cancellation or determination to affect a material change in the insurance coverage's listed herein and/or maintained by Contractor in support of this Agreement
- G) Contractor agrees to provide County with the following insurance documents on or before the commencement date of this Contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for general liability insurance.
 - 3. Waiver of Subrogation endorsement (also known as Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for workers' compensation insurance.

Failure to provide these documents will be, at County's sole discretion, grounds for immediate termination of this Contract or suspension of the commencement date.

12. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

13. **SUBSTITUTION OF PERSONNEL**

If Attachment A identifies specific personnel of Contractor to work on this Contract, Contractor will not assign others to work in their place without advance written approval of County. Any substitution will be with a person of commensurate experience and knowledge.

14. **CONTRACTOR INVESTIGATION AND RESEARCH; ENTIRE UNDERSTANDING**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the services to be performed under this Contract, and Contractor acknowledges that Contractor's execution of this Contract is based on such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein. This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, between the parties hereto, and constitutes the entire understanding between them, regarding the subject matter hereof. Contractor acknowledges that no representations, inducements or promises have been made by or on behalf of County except those expressly set forth herein and that no representation, inducement or promise not contained in this Contract will be valid or binding against County.

15. **CONTRACT MONITORING**

County will have the right to review the work being performed by Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered on behalf of County by Brian Ganley or his authorized representative.

16. **CHANGES TO CONTRACT**

County may from time to time require changes in the scope of the services or other terms or conditions of this Contract. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by the parties will be effective only when set forth in a written amendment to this Contract signed by the parties.

17. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

18. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies, communications or other forms of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

19. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR: GARTNER, INC.
LEGAL & CONTRACTS
1201 WILSON BLVD - 17TH FLOOR
ARLINGTON, VA 22209

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

20. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by resort to the following documents in the following order:

1. This Contract;
2. County of Ventura RFP # 5962
3. Contactor's Proposal dated December 18, 2018

21. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

22. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

23. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

24. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

25. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition

26. **LIVING WAGE ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4233 and 4236, and as amended from time to time.

Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.

27. **PAYMENT**

Payment terms are typically Net 30 Days, in arrears for deliverables based Consulting services. Payment terms for Subscription based Research Services is net/30 from the date a service agreement is executed and/or access is provided. Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual).

28. **ACCESS TO AND USE OF COUNTY TECHNOLOGY**

As part of this contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

29. SPECIAL TERMS — RESEARCH SUBSCRIPTIONS

A. An individual Service Agreement (SA) for subscription-based research and related services (the "Services") once issued is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

B. **Ownership and Use of the Services.** Contractor owns and retains all rights to the Services not expressly granted to County in a SA. Only the individuals named in a SA (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. County agrees to review and comply with the Usage Guidelines for Contractor Services ("Guidelines"), which are accessible to all Licensed Users via the "Policies" section of gartner.com. Among other things, these Guidelines describe how County may substitute Licensed Users, excerpt from and/or share Contractor research documents within the County organization, and quote or excerpt from the Services externally.

C. **Disclaimer of Warranties.** The services are provided on an "as is" basis, and contractor 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. Contractor shall not be liable for any actions or decisions that county may take based on the services or any information or data contained therein. County understands that it assumes the entire risk with respect to the use of the services.

D. **County Confidential Information.** Contractor agrees to keep confidential any County-specific information communicated by County to Contractor in connection with this SA 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 Gartner; (3) entered the public domain through no fault of Contractor subsequent to County's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of County's communication to Gartner; or (5) is communicated by the County to a third party free of any obligation of confidence. Additionally, Contractor may disclose such information to the extent required by legal process.

E. **Miscellaneous**

A. **Assignability.** A SA and the rights granted to County in a SA may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

B. **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

C. **No Third Party Beneficiaries.** SA's are for the benefit of the parties only.

30. SPECIAL TERMS — AD HOC CONSULTING PROJECTS

Ownership of Deliverables: Deliverables, as defined in the ordering documents, are subject to the payment of applicable fees contained in an individual Statement of Work. Contractor shall assign to County ownership of any project Deliverable(s) originally created for and submitted to the County, provided, however, that Contractor may use, reproduce, display and distribute excerpts and data from the Deliverables, either alone or together with other material, in the ordinary course of Gartner's business, so long as such excerpts and data do not identify County by name or contain any of the County's confidential or proprietary information, and provided further that Contractor retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Gartner's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Preexisting Intellectual Property").

Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of County's confidential information.

Indemnification for Intellectual Property:

Upon notification of a claim against County alleging any Contract Deliverable infringes a copyright, patent or trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against County. Contractor will not indemnify County however, if the claim of infringement is caused by (1) County's misuse or modification of the Deliverable; (2) County's failure to use corrections or enhancements made available by Contractor; (3) County's use of the Deliverable in combination with any product or information not owned or developed by Contractor (4) Information direction, specification or materials provided by County. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either: (a) procure the right for County to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing, or (d) direct the return of the Deliverable and refund to County the fees paid for such Deliverable.

Preexisting Materials: County shall retain its rights in any proprietary material that County supplies to Contractor. If the County provides Contractor with materials owned or controlled by County or with use of, or access to, such materials, the County grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work. Contractor grants to County for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Contractor "Preexisting Intellectual Property" embodied in the Deliverables.

Limitation of Liability: Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages.

Warranty: a) The County warrants that Contractor's use of any materials furnished by the County in connection with a specific consulting order's Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. (b) Contractor warrants that the Deliverables, in the form provided to the County, do not infringe any copyright, trademark, trade secret or other right of any third party. (c) ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE COUNTY.

COUNTY OF VENTURA


Authorized Signature

Cliff Chroust
Printed Name

Purchasing Agent
Title

3.15.19
Date

CONTRACTOR*


Authorized Signature

Phillip A. Cummings
Printed Name

Contracts Counsel
Title

05 March
Date

04-3099750
Tax Identification Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

A Fee Proposal Schedule for the California County Information Services Directors Association

IT Research and Advisory Services

16 January 2019

Solicitation Number: RFP #5962 BAFO

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1.0 Pricing

Our offer is valid for 90 days from the submission date of this Proposal.

The proposed Fee schedule for our services are provided in the pages below.

Ventura County

RFP 5962

Table 1 - IT Research and Advisory Services

Prices for each year apply to orders received on or before December 31st of that year. Delivery start date of service(s) ordered shall be no later than the first of the month following the expiration of each year's pricing.

Prices herein are maximum not to exceed rates. The actual price an eligible client will pay for the renewal of any existing Service or the issuance of a new order will be consistent with the then current Gartner Public Sector pricing plus any applicable administrative fee(s) or the rates herein, whichever is less, for the Service(s) ordered. Please check with account representative for actual pricing before ordering.

RESEARCH AND ADVISORY SERVICES					
TEAM PLUS SOLUTIONS	2019 Price	2020 Price	2021 Price	2022 Price	2023 Price
Executive Programs Leadership Team Plus ¹					
Leader	91,500	96,990	102,810	108,980	115,520
Partner Member	77,300	81,940	86,860	92,080	97,610
Partner Leader (must purchase Enterprise IT Leadership Team Plus Members)	77,300	81,940	86,860	92,080	97,610
Delegate Member	47,900	50,780	53,830	57,060	60,490
Delegate Leader (must purchase IT Leadership Team Plus Members)	47,900	50,780	53,830	57,060	60,490
Advisor Member	35,800	37,950	40,230	42,650	45,210
Advisor Leader (must purchase IT Leadership Team Plus Members)	35,800	37,950	40,230	42,650	45,210
Cross Function Member	25,800	27,350	29,000	30,740	32,590
Executive Programs Leadership Team Plus with Industry ¹ (one industry)					
Leader	99,500	105,470	111,800	118,510	125,630
Partner Member	85,700	90,850	96,310	102,090	108,220
Partner Leader (must purchase Enterprise IT Leadership Team Plus with Industry Members)	85,700	90,850	96,310	102,090	108,220
Delegate Member	54,500	57,770	61,240	64,920	68,820
Delegate Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	54,500	57,770	61,240	64,920	68,820
Advisor Member	43,100	45,690	48,440	51,350	54,440
Advisor Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	43,100	45,690	48,440	51,350	54,440
Cross Function Member	28,800	30,530	32,370	34,320	36,380
Enterprise IT Leaders Initiative Team ¹ - Limited Availability ³					
Leader	83,600	88,620	93,940	99,580	105,560
Advisor Member	43,700	46,330	49,110	52,060	55,190
Enterprise IT Leaders Initiative Team with Industry ¹ (one industry) - Limited Availability ³					
Leader	93,500	99,110	105,060	111,370	118,060
Advisor Member	52,100	55,230	58,550	62,070	65,800

Enterprise IT Leadership Team Plus ¹					
Leader	65,300	69,220	73,380	77,790	82,460
Advisor Member	32,700	34,670	36,760	38,970	41,310
Cross Function Member	19,800	20,990	22,250	23,590	25,010
Enterprise IT Leadership Team Plus with Industry ¹ (one industry)					
Leader	73,100	77,490	82,140	87,070	92,300
Advisor Member	39,000	41,340	43,830	46,460	49,250
Cross Function Member	23,900	25,340	26,870	28,490	30,200
IT Leadership Team Plus ¹					
Leader	32,700	34,670	36,760	38,970	41,310
Advisor Member	32,700	34,670	36,760	38,970	41,310
Cross Function Member	19,800	20,990	22,250	23,590	25,010
Industry Advisory Services Leadership Team Plus ¹ (one industry)					
Leader	39,000	41,340	43,830	46,460	49,250
Advisor Member	39,000	41,340	43,830	46,460	49,250
Cross Function Member	23,900	25,340	26,870	28,490	30,200
TEAM SOLUTIONS	2019 Price	2020 Price	2021 Price	2022 Price	2023 Price
Executive Programs Leadership Team ²					
Leader	84,000	89,040	94,390	100,060	106,070
Partner Member	70,900	75,160	79,670	84,460	89,530
Partner Leader (must purchase Enterprise IT Leadership Team Members)	70,900	75,160	79,670	84,460	89,530
Delegate Member	44,000	46,640	49,440	52,410	55,560
Delegate Leader (must purchase IT Leadership Team Members)	44,000	46,640	49,440	52,410	55,560
Advisor Member	32,800	34,770	36,860	39,080	41,430
Advisor Leader (must purchase IT Leadership Team Members)	32,800	34,770	36,860	39,080	41,430
Cross Function Member	23,800	25,230	26,750	28,360	30,070
Role Member	16,800	17,810	18,880	20,020	21,230
Executive Programs Leadership Team with Industry ² (one industry)					
Leader	91,300	96,780	102,590	108,750	115,280
Partner Member	78,500	83,210	88,210	93,510	99,130
Partner Leader (must purchase Enterprise IT Leadership Team with Industry Members)	78,500	83,210	88,210	93,510	99,130
Delegate Member	50,000	53,000	56,180	59,560	63,140
Delegate Leader (must purchase Industry Advisory Services Leadership Team Members)	50,000	53,000	56,180	59,560	63,140
Advisor Member	39,600	41,980	44,500	47,170	50,010

Advisor Leader (must purchase Industry Advisory Services Leadership Team Members)	39,600	41,980	44,500	47,170	50,010
Cross Function Member	26,400	27,990	29,670	31,460	33,350
Role Member	18,700	19,830	21,020	22,290	23,630
Enterprise IT Leadership Team ²					
Leader	60,100	63,710	67,540	71,600	75,900
Advisor Member	30,200	32,020	33,950	35,990	38,150
Cross Function Member	18,300	19,400	20,570	21,810	23,120
Role Member	11,200	11,880	12,600	13,360	14,170
Essentials Member	8,800	9,330	9,890	10,490	11,120
Enterprise IT Leadership Team with Industry ² (one industry)					
Leader	67,000	71,020	75,290	79,810	84,600
Advisor Member	35,800	37,950	40,230	42,650	45,210
Cross Function Member	21,900	23,220	24,620	26,100	27,670
Role Member	12,600	13,360	14,170	15,030	15,940
Essentials Member	8,800	9,330	9,890	10,490	11,120
IT Leadership Team ²					
Leader	30,200	32,020	33,950	35,990	38,150
Advisor Member	30,200	32,020	33,950	35,990	38,150
Cross Function Member	18,300	19,400	20,570	21,810	23,120
Role Member	11,200	11,880	12,600	13,360	14,170
Essentials Member	8,800	9,330	9,890	10,490	11,120
Industry Advisory Services Leadership Team ² (one industry)					
Leader	35,800	37,950	40,230	42,650	45,210
Advisor Member	35,800	37,950	40,230	42,650	45,210
Cross Function Member	21,900	23,220	24,620	26,100	27,670
Role Member	12,600	13,360	14,170	15,030	15,940
Essentials Member	8,800	9,330	9,890	10,490	11,120
INDIVIDUAL SOLUTIONS					
	2019 Price	2020 Price	2021 Price	2022 Price	2023 Price
Executive Programs					
Member (Single User)	92,700	98,270	104,170	110,430	117,060
Member (Multi User)	82,300	87,240	92,480	98,030	103,920
Member Basic (Single User)	63,200	67,000	71,020	75,290	79,810
Member Basic (Multi User)	56,500	59,890	63,490	67,300	71,340
Two Additional Meetings Add-on - Limited Availability ³	16,500	17,490	18,540	19,660	20,840
Executive Programs with Industry (one industry)					
Member (Single User)	99,600	105,580	111,920	118,640	125,760
Member (Multi User)	89,500	94,870	100,570	106,610	113,010
Member Basic (Single User)	70,300	74,520	79,000	83,740	88,770
Member Basic (Multi User)	63,800	67,630	71,690	76,000	80,560

Enterprise IT Leaders					
Member (Single User)	71,600	75,900	80,460	85,290	90,410
Member (Multi User)	60,100	63,710	67,540	71,600	75,900
Industry Add-on (one industry) ⁴	10,500	11,130	11,800	12,510	13,270
Two Onsite Meetings Add-on - Limited Availability ³	16,600	17,600	18,660	19,780	20,970
IT Leaders					
Advisor (Single User)	40,800	43,250	45,850	48,610	51,530
Advisor (Multi User)	30,200	32,020	33,950	35,990	38,150
Reference (Single User)	28,500	30,210	32,030	33,960	36,000
Reference (Multi User)	17,700	18,770	19,900	21,100	22,370
Industry Advisory Services (one industry)					
Advisor (Single User)	46,300	49,080	52,030	55,160	58,470
Advisor (Multi User)	35,800	37,950	40,230	42,650	45,210
Reference (Single User)	31,200	33,080	35,070	37,180	39,420
Reference (Multi User)	21,300	22,580	23,940	25,380	26,910
Core Connect					
Advisor (Single User)	36,800	39,010	41,360	43,850	46,490
Advisor (Multi User)	26,300	27,880	29,560	31,340	33,230
Reference (Single User)	24,500	25,970	27,530	29,190	30,950
Reference (Multi User)	13,800	14,630	15,510	16,450	17,440
IT News and Insight	640	680	730	780	830
MULTI-USER SOLUTIONS	2019 Price	2020 Price	2021 Price	2022 Price	2023 Price
Technical Professionals ⁵					
Advisor Department	115,900	122,860	130,240	138,060	146,350
Reference Department	78,000	82,680	87,650	92,910	98,490
Technical Professionals Advisor Team ⁵	55,100	58,410	61,920	65,640	69,580
Technical Professionals Small & Midsize Business (SMB) ⁵ (per agency)					
Advisor SMB	58,600	62,120	65,850	69,810	74,000
Reference SMB	38,900	41,240	43,720	46,350	49,140
GARTNER BUSINESS SERVICES	2019 Price	2020 Price	2021 Price	2022 Price	2023 Price
Customer Service & Support Leaders Team ⁸					
Leader	30,200	32,020	33,950	35,990	38,150
Advisor Member	30,200	32,020	33,950	35,990	38,150
Reference Member	13,500	14,310	15,170	16,090	17,060
Customer Service & Support Leaders Individual Access	40,500	42,930	45,510	48,250	51,150
Finance Leaders Team ⁸					
Leader	30,200	32,020	33,950	35,990	38,150
Advisor Member	30,200	32,020	33,950	35,990	38,150
Reference Member	14,000	14,840	15,740	16,690	17,700
Finance Leaders Individual Access	40,500	42,930	45,510	48,250	51,150

Chief Human Resources Officers Team ⁸					
Leader	74,800	79,290	84,050	89,100	94,450
Advisor Member	30,200	32,020	33,950	35,990	38,150
Reference Member	16,700	17,710	18,780	19,910	21,110
Chief Human Resources Officers Individual Access	82,400	87,350	92,600	98,160	104,050
Human Resources Leaders Team ⁸					
Leader	30,200	32,020	33,950	35,990	38,150
Advisor Member	30,200	32,020	33,950	35,990	38,150
Reference Member	16,700	17,710	18,780	19,910	21,110
Human Resources Leaders Individual Access	40,500	42,930	45,510	48,250	51,150
Human Resources Professionals ⁸					
Up to 20 HR Professionals	37,000	39,220	41,580	44,080	46,730
Up to 5 HR Professionals	23,000	24,380	25,850	27,410	29,060
Legal & Compliance Leaders Team ⁸					
Leader	26,100	27,670	29,340	31,110	32,980
Advisor Member	26,100	27,670	29,340	31,110	32,980
Reference Member	10,400	11,030	11,700	12,410	13,160
Legal & Compliance Leaders Individual Access	34,600	36,680	38,890	41,230	43,710
Marketing Leaders Team ⁸					
Leader	38,200	40,500	42,930	45,510	48,250
Advisor Member	38,200	40,500	42,930	45,510	48,250
Reference Member	15,000	15,900	16,860	17,880	18,960
Marketing Leaders					
Advisor (Single User)	45,900	48,660	51,580	54,680	57,970
Advisor (Multi User)	38,200	40,500	42,930	45,510	48,250
OTHER SERVICES	2019 Price	2020 Price	2021 Price	2022 Price	2023 Price
Strategic Advisory Services					
Remote Advisory Services ⁴	7,700	8,170	8,670	9,200	9,760
Internal Advisory Session ⁴	15,700	16,650	17,650	18,710	19,840
Events					
Symposium Ticket	4,600	TBD	TBD	TBD	TBD
Summit Ticket	3,150	TBD	TBD	TBD	TBD
Summit Ticket (excludes BI, Data Center, Security, and Apps)	2,650	TBD	TBD	TBD	TBD
Catalyst Conference Ticket	3,150	TBD	TBD	TBD	TBD

RENEWAL ONLY SERVICES ⁶	2019 Price	2020 Price	2021 Price	2022 Price	2023 Price
IT Executives - Renewal Only ⁶					
CIO Signature	103,100	109,290	115,850	122,810	130,180
CIO Member (Single User)	94,400	100,070	106,080	112,450	119,200
CIO Member (Multi User)	84,000	89,040	94,390	100,060	106,070
CIO Essentials Member (Single User)	63,200	67,000	71,020	75,290	79,810
CIO Essentials Member (Multi User)	56,500	59,890	63,490	67,300	71,340
Delegate Add-on to CIO Signature - Limited Availability ³	44,000	46,640	49,440	52,410	55,560
Industry Add-on (one industry) ⁴	10,500	11,130	11,800	12,510	13,270
Legacy Core Research - Renewal Only ⁶					
Advisor (50+ users)	11,900	12,620	13,380	TBD	TBD
Advisor (100+ users)	10,643	11,290	11,970	TBD	TBD
Reference (50+ users)	7,300	7,740	8,210	TBD	TBD
Reference (100+ users)	5,491	5,830	6,180	TBD	TBD
PUBLIC AND NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY	2019 Price	2020 Price	2021 Price	2022 Price	2023 Price
Technical Professionals for Higher Education ⁷ (per student campus)					
Advisor Higher Education for a designated campus IT Staff Only	58,600	62,120	65,850	69,810	74,000
Reference Higher Education for a designated campus IT Staff Only	38,900	41,240	43,720	46,350	49,140
APPLIED STRUCTURED RESEARCH ADVISORY SERVICES	2019 Price	2020 Price	2021 Price	2022 Price	2023 Price
Digital Strategy and IT Strategic Planning					
Digital Strategy / IT Strategy – Low Complexity	150,000	154,500	159,140	163,920	168,840
Digital Strategy / IT Strategy – Medium Complexity	200,000	206,000	212,180	218,550	225,110
Digital Strategy / IT Strategy – High Complexity	250,000	257,500	265,230	273,190	281,390
Smart Government Readiness Assessment					
Smart Government Readiness Assessment – Low Complexity	150,000	154,500	159,140	163,920	168,840
Smart Government Readiness Assessment – Medium Complexity	200,000	206,000	212,180	218,550	225,110
Smart Government Readiness Assessment – High Complexity	250,000	257,500	265,230	273,190	281,390
IT Maturity Assessment					
IT Maturity Assessment – Low Complexity	50,000	51,500	53,050	54,650	56,290
IT Maturity Assessment – Medium Complexity	100,000	103,000	106,090	109,280	112,560
IT Maturity Assessment – High Complexity	150,000	154,500	159,140	163,920	168,840

“Single User” applies to a buying center that has one individual license; “Multi User” applies to a buying center that has at least two qualifying licenses within the same agency or municipality. To qualify for multi-user price levels, services must be ordered on the same Service Agreement or Purchase Order and reflect a common “Bill To” address. Strategic Advisory Services, Events, and Add-on services do not contribute towards multi-user pricing qualification.

¹ Team Plus licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per Team. Each Leader type license must have three (3) to ten (10) Team Plus Members coterminous with the Leader license. An Executive Programs Leadership Team Plus with one Team Plus Leader and less than three (3) Team Plus Members is permissible so long as one of the Team Plus Members is a Delegate or Partner. Team Plus with Industry Advisory Services pricing is for one industry and all licenses in a Team Plus with Industry Advisory Services must purchase access to the same industry. All licenses in a Team Plus solution, including subteam members, must be “Team Plus” type licenses.

² Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per Team. Each Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. An Executive Programs Leadership Team with one Team Leader and less than three (3) Team Members is permissible so long as one of the Team Members is a Delegate or Partner. Team with Industry Advisory Services pricing is for one industry and all licenses in a Team with Industry Advisory Services must purchase access to the same industry. All licenses in a Team solution, including subteam members, must be “Team” type licenses and cannot include “Team Plus” licenses.

³ Limited availability. Check with Sales Representative before purchasing.

⁴ Purchasing prerequisite and/or eligibility requirements applies. Check with Sales representatives before purchasing.

⁵ Technical Professionals services require a minimum spend on Gartner licenses. For government agencies of 4,000 employees or fewer, the minimum spend in Gartner licenses is \$30,400, for agencies over 4,000 employees it's \$118,700. For a distinct university or college the minimum spend in Gartner licenses is \$30,400. Technical Professionals SMB is available only to eligible small and medium size agencies with 4,000 or fewer employees.

⁶ **Renewal only** services are available to eligible license holders who purchased the service listed on or before the date specified below and continuously purchase the service thereafter.

Core Research license holders as of February 29, 2012. *

IT Executives license holders as of April 30, 2015. **

* Renewals of existing Core Research seats are permitted at the 100 seat quantity price level in effect as of May 1, 2018 unless the renewal seat aggregate drops to a lower seat quantity price level. Core Research to IT Leaders or Industry Advisory Services promotional migration options may be available. Please check with your Gartner Account Executive for details.

** Industry Add-on must be coterminous with the base IT Executives license. The same Industry Add-on license must be purchased for each user within the IT Executives CIO Signature for the Member and each Delegate.

⁷ Higher Education products are only available to eligible, not-for-profit Higher Education colleges or universities. A Core IT Research Reference for Higher Education license is for one designated, student campus based on the total full-time equivalent (FTE) student enrollment of the college or university, as assessed at the time of purchase. Purchasing prerequisites apply. Check with Sales representatives before purchasing.

⁸ Gartner Business Services Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Team Leader per Team. Each Team Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. A Customer Service & Support Team or Legal & Compliance Leaders Team with one Team Leader and two Team Members is permissible. All licenses in a Team must be of the same business domain; for example, a Finance Leaders Team may only consist of Finance Leaders Team licenses. Human Resources Professionals requires the purchase and maintenance of a coterminous Chief Human Resources Officers Team or Human Resources Team.

⁹ Gartner Account Executive can provide multi-year pricing options upon Client's request. Any multi-year price quote is expressly conditioned upon the individual Client agreeing to waive its right to terminate for convenience. The pricing for each year will be listed on the completed Service Agreement. The order will contain the following terms:

"This is a promotional offer for a [insert desired number of years] year, non-cancellable term. Upon Year [insert 2 or 3] Contract Term End Date any additional or renewal purchases shall be at Gartner's then-current Ventura County pricing."

Gartner reserves the right to refresh its pricing and product offerings on an annual basis. The refreshed pricing and product offering(s) will be provided to the Client in writing and will become effective within 10 days of submission by Gartner and/or upon the Agreement's annual renewal date.

2.0 Payment Terms

Customary terms are Net 30 for work performed. Offerors will indicate their proposed payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

Complies. Gartner acknowledges the customary terms for the work performed are set at Net 30. For detailed payment terms proposed by Gartner, please reference an exemplary Service Agreement provided in Appendix A.

3.0 Appendix A — Exemplary Service Agreement

Please see the pages below for the exemplary service agreements.

Gartner, Inc. Service Agreement for _____ (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of <Insert Client Company Address> (“Client”), and includes the Master Client Agreement between Gartner and Ventura County California dated <Insert Month/Year> the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

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 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.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee \$</u>	<u>Total Fee \$</u>
				Total Services:	(Excluding applicable sales tax)		

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>

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.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address



Invoice Recipient Name

Invoice Recipient Email

Invoice Recipient Tel. No.

5. AUTHORIZATION

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.

4.0 Appendix C — Service Descriptions

Please see the pages below for service descriptions to all of the offerings proposed.

Ventura County

RFP 5962

Table 2 - Service Descriptions

Service	Service Description URL
TEAM PLUS SOLUTIONS	
Executive Programs Leadership Team Plus	
Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_leader.pdf
Partner Member	http://www.gartner.com/it/sd/sd_ep_team_plus_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_partner_leader.pdf
Delegate Member	http://www.gartner.com/it/sd/sd_ep_team_plus_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_delegate_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_ep_team_plus_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_advisor_leader.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ep_team_plus_cf.pdf
Executive Programs Leadership Team Plus with Industry (one industry)	
Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_leader.pdf
Partner Member	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_partner_leader.pdf
Delegate Member	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_delegate_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_advisor_leader.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_cf.pdf
Enterprise IT Leadership Initiative Team	
Leader	http://sd.gartner.com/sd_eitl_it_leader.pdf
Advisor Member	http://sd.gartner.com/sd_eitl_it_advisor_member.pdf
Enterprise IT Leadership Initiative Team with Industry (one industry)	
Leader	http://sd.gartner.com/sd_eitl_it_industry_leader.pdf
Advisor Member	http://sd.gartner.com/sd_eitl_it_team_industry_advisor_member.pdf
Enterprise IT Leadership Team Plus	
Leader	http://www.gartner.com/it/sd/sd_eitl_team_plus_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_eitl_team_plus_advisor_member.pdf
Cross Function Member	http://www.gartner.com/it/sd/sd_eitl_team_plus_cf_member.pdf
Enterprise IT Leadership Team Plus with Industry (one industry)	
Leader	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_advisor_member.pdf
Cross Function Member	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_cf_member.pdf
IT Leadership Team Plus	
Leader	http://www.gartner.com/it/sd/sd_itl_team_plus_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_itl_team_plus_advisor_member.pdf
Cross Function Member	http://www.gartner.com/it/sd/sd_itl_team_plus_cf_member.pdf

Industry Advisory Services Leadership Team Plus (one industry)	
Leader	http://www.gartner.com/it/sd/sd_ias_team_plus_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_ias_team_plus_advisor_member.pdf
Cross Function Member	http://www.gartner.com/it/sd/sd_ias_team_plus_cf_member.pdf
TEAM SOLUTIONS	
Executive Programs Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_ep_team_leader.pdf
Delegate Member	http://www.gartner.com/it/sd/sd_ep_team_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_delegate_leader.pdf
Partner Member	http://www.gartner.com/it/sd/sd_ep_team_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_partner_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_ep_team_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_advisor_leader.pdf
Cross Function Member	http://www.gartner.com/it/sd/sd_ep_team_cf.pdf
Role Member	http://www.gartner.com/it/sd/sd_ep_team_role.pdf
Executive Programs Leadership Team with Industry (one industry)	
Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_leader.pdf
Delegate Member	http://www.gartner.com/it/sd/sd_ep_team_industry_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_delegate_leader.pdf
Partner Member	http://www.gartner.com/it/sd/sd_ep_team_industry_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_partner_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_ep_team_industry_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_advisor_leader.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ep_team_industry_cf.pdf
Role Member	http://www.gartner.com/it/sd/sd_ep_team_industry_role.pdf
Enterprise IT Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_eitl_team_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_eitl_team_advisor_member.pdf
Cross Function Member	http://www.gartner.com/it/sd/sd_eitl_team_cf_member.pdf
Role Member	http://www.gartner.com/it/sd/sd_eitl_team_role_member.pdf
Essentials Member	http://www.gartner.com/it/sd/sd_eitl_team_essentials_member.pdf
Enterprise IT Leadership Team with Industry (one industry)	
Leader	http://www.gartner.com/it/sd/sd_eitl_team_industry_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_eitl_team_industry_advisor_member.pdf
Cross Function Member	http://www.gartner.com/it/sd/sd_eitl_team_industry_cf_member.pdf
Role Member	http://www.gartner.com/it/sd/sd_eitl_team_industry_role_member.pdf
Essentials Member	http://www.gartner.com/it/sd/sd_eitl_team_industry_essentials_member.pdf
IT Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_itl_team_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_itl_team_advisor_member.pdf
Cross Function Member	http://www.gartner.com/it/sd/sd_itl_team_cf_member.pdf
Role Member	http://www.gartner.com/it/sd/sd_itl_team_role_member.pdf
Essentials Member	http://www.gartner.com/it/sd/sd_itl_team_essentials_member.pdf

Industry Advisory Services Leadership Team (one industry)	
Leader	http://www.gartner.com/it/sd/sd_ias_team_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_ias_team_advisor_member.pdf
Cross Function Member	http://www.gartner.com/it/sd/sd_ias_team_cf_member.pdf
Role Member	http://www.gartner.com/it/sd/sd_ias_team_role_member.pdf
Essentials Member	http://www.gartner.com/it/sd/sd_ias_team_essentials_member.pdf
INDIVIDUAL ACCESS SOLUTIONS	
Executive Programs	
Member	http://www.gartner.com/it/sd/sd_ep_member.pdf
Member Basic	http://www.gartner.com/it/sd/sd_ep_member_basic.pdf
Two Additional Meetings Add-on	http://www.gartner.com/it/sd/sd_ep_2_addl_meetings.pdf
Executive Programs with Industry (one industry)	
Member	http://www.gartner.com/it/sd/sd_ep_member_industry.pdf
Member Basic	http://www.gartner.com/it/sd/sd_ep_member_basic_industry.pdf
Two Additional Meetings Add-on	http://www.gartner.com/it/sd/sd_ep_2_addl_meetings.pdf
Enterprise IT Leaders	
Member (one domain)	http://www.gartner.com/it/sd/sd_eitl_indiv.pdf
Industry Advisory Services Advisor Add-on (one industry)	http://www.gartner.com/it/sd/sd_iasg_advisor_eitl.pdf
Two Onsite Meetings Add-on	http://www.gartner.com/it/sd/sd_eitl_2_onsite_meetings_addon.pdf
IT Leaders	
Advisor	http://www.gartner.com/it/sd/sd_itl_individual_advisor.pdf
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Core Connect	
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Industry Advisory Services Advisor Add-on to IT Executives (one industry)	http://www.gartner.com/it/sd/sd_iasg_advisor_ite.pdf
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Advisor	http://www.gartner.com/it/sd/sd_core_advisor.pdf
Reference	http://www.gartner.com/it/sd/sd_core_reference.pdf
PUBLIC AND NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY	
Technical Professionals for Higher Education (per university/college campus)	
Advisor	http://www.gartner.com/it/sd/sd_techpro_advisor_he.pdf
Reference	http://www.gartner.com/it/sd/sd_techpro_reference_he.pdf

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