

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Gartner, Inc., with an address at 56 Gallant Top Road, Stamford, CT 06902 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY wishes to retain CONTRACTOR to provide "research and advisory" services, which are identified in Exhibit A;

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE**

Janette D. Pell at phone number 805-560-1011 the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jenny Tang at phone number 201-759-6981 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:
Janette D. Pell
105 East Anapamu Street
Santa Barbara, CA 93101

To CONTRACTOR:
Jenny Tang
56 Top Gallant Road
Stamford, CT 06902

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES AND OPTION FOR ADDITIONAL SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance of services as described in Section 3 above on February 1, 2022, and end performance upon completion, but no later than June 30, 2025

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of services under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, experience, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus

interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the 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 CONTRACTOR'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, CONTRACTOR'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 ("Pre-Existing 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.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby 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 including all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement. CONTRACTOR agrees to mark documents that are its "preexisting intellectual property" prior to providing them to the COUNTY. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Pre-Existing Intellectual Property and Deliverables provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Deliverables or Pre-Existing Intellectual Property provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

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 non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to COUNTY the fees paid for such Deliverable.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference

with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's for nonappropriation of funds or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 2. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, upon thirty (30) days advance written notice and opportunity to cure, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice of termination, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services

rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23.

Reserved.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, 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 the parties to this Agreement and by no other means. Each party 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.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions in the numbered sections of this agreement shall prevail over those in the Exhibits and any Attachments. This Agreement is based off bidding conducted by Ventura County through the Master Client Agreement (7914) – which is included as Attachment B. With the exception of Article 29 of the Master Client Agreement (7914), the terms in this Agreement and Exhibits shall prevail over any conflicting in said Master Client Agreement (7914).

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY

By: *Joan Hartmann*
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Dated: 2-1-22

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *Sheila LaBarrera*
Deputy

CONSULTANT:

Gartner, Inc.

DocuSigned by:
David Vixama
CCE13228C8BD44B...

By: _____
Authorized Representative
Name: David Vixama

Title: Contracts Manager

Address: 56 Gallant Top Road

City/State/Zip: Stamford, CT 06902

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
Johannah Hartley
By: _____
C156A3FB83F7454
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR CONTROLLER

DocuSigned by:
C. Schaffer
By: _____
A99ED5BD71D04FB
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGER

DocuSigned by:
Ray Aromatorio
By: _____
D9DB8620E10F47F...
Risk Manager

RECOMMENDED FOR APPROVAL:

JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
Janette D. Pell
By: _____
1EBA9BD673A445E
Department Head

END OF AGREEMENT

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. 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 USD</u>	<u>Total Fee USD</u>
Core IT Research	Advisor		Virginia Butterfield	01-FEB-2022	30-JUN-2023	\$12,570.00	\$17,807.50
Executive Programs Leadership Team Plus	Member Delegate		Andre Monostori	01-FEB-2022	30-JUN-2023	\$54,400.00	\$77,066.67
Executive Programs Leadership Team Plus	Leader		Janette Pell	01-FEB-2022	30-JUN-2023	\$101,000.00	\$143,083.33
Executive Programs Leadership Team Plus	Member Advisor		Mark Garcia	01-FEB-2022	30-JUN-2023	\$39,300.00	\$55,675.00
				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		Virginia Butterfield	01-JUL-2023	30-JUN-2024	\$13,200.00	\$13,200.00
Executive Programs Leadership Team Plus	Member Delegate		Andre Monostori	01-JUL-2023	30-JUN-2024	\$57,120.00	\$57,120.00
Executive Programs Leadership Team Plus	Leader		Janette Pell	01-JUL-2023	30-JUN-2024	\$105,040.00	\$105,040.00

Executive Programs Leadership Team Plus	Advisor		Mark Garcia	01-JUL-2023	30-JUN-2024	\$40,700.00	\$40,700.00
				Term Total	(Excluding applicable taxes)		\$216,060.00
Core IT Research	Advisor		Virginia Butterfield	01-JUL-2024	30-JUN-2025	\$13,860.00	\$13,860.00
Executive Programs Leadership Team Plus	Member	Delegate	Andre Monostori	01-JUL-2024	30-JUN-2025	\$59,980.00	\$59,980.00
Executive Programs Leadership Team Plus	Leader		Janette Pell	01-JUL-2024	30-JUN-2025	\$109,250.00	\$109,250.00
Executive Programs Leadership Team Plus	Member	Advisor	Mark Garcia	01-JUL-2024	30-JUN-2025	\$42,328.00	\$42,328.00
				Term Total	(Excluding applicable taxes)		\$225,418.00
				Total Services:	(Excluding applicable taxes)		\$710,089.67

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 2018 — 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

EXHIBIT A-3

SERVICE DESCRIPTION

Gartner

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

- (f) **Gartner for IT Leaders Research and related content**
Includes Gartner 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 technology leaders, targeted to Team Members.
- (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.

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 Plus: Advisor Team Member, Version 4.2, August 2021 – Page 2 of 2

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.

Service Description: Executive Programs Leadership Team Plus: Delegate Team Member, Version 4.2, August 2021 – Page 1 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 **\$710,089.67**.
- 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 C

Indemnification and Insurance Requirements (For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all third party claims, actions, losses, damages, judgments and/or liabilities caused by the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

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. CONTRACTOR's total liability arising out of this Agreement and the provision of the Services shall be limited to two (2) times the fees paid by the COUNTY under the specific Statement of Work under which such liability arises. The foregoing limitation upon the types of damages and amounts of liability shall not apply to: (i) indemnification obligations of CONTRACTOR; (ii) losses arising out of the willful misconduct, fraud, or gross negligence of CONTRACTOR; and (iii) losses arising from any breach of obligation to comply with laws.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Indemnification and Insurance Requirements (For Information Technology Contracts) 2017

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may

Indemnification and Insurance Requirements (For Information Technology Contracts) 2017

require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.