

Agreement for Technology Advisory Services
Ventura County – Gartner, Inc.-Contract #4667

This contract entered into this 1st day of May, 2003, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and Gartner, Inc., hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance Code 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, other Government Entities within the State of California desire to obtain Technology Advisory Services at a discounted rate; and

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

WHEREAS, Ventura County and Contractor desire to establish this Agreement as a master contract for all Government Entities within the State of California to obtain Technology Advisory Services as provided for herein:

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

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits attached hereto and by this reference made a part hereof.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits attached hereto, County will make payment to Contractor in the manner specified in said Exhibits.

3. TERM

The term of this Agreement shall be through April 30, 2006 and may be extended thereafter on a year-to-year basis by mutual consent of the parties. The initial enrollment period shall be as provided for in Exhibit A and each enrollment thereafter through the term of the Agreement shall be for one-year periods. Each Government Entity participant shall execute an Enrollment Form, Exhibit B, attached hereto and by this reference made a part hereof, for the initial enrollment period. Thereafter each participant shall optionally enroll, renew, add or remove licenses by

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completion of a new Enrollment Form prior to sixty (60) days from the start of the next enrollment period.

4. RESPONSIBILITY OF CONTRACTOR

The Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements. Contractor will be held fully responsible for performance of any subcontractors.

5. WARRANTIES

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this agreement. Contractor represents that performance under this agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, 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 employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed 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 direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be 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.

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The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

7. 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.

8. TERMINATION

The County shall be able to cancel the contract, without penalty to the County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the contract term, which ever occurs first.
- b. The County may terminate this contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.
- c. The County at its sole option may terminate this agreement upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this agreement. On completion or termination of this agreement, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.
- d. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of such termination.

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- e. This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this agreement.
- f. Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

In the event of termination as provided for hereinabove, Contractor shall provide a prorated refund to County for all applicable prepaid fees. All reports, documents and other items generated or gathered in the course of providing services to the County under this Agreement are and shall remain the property of the County, and shall be returned to County upon full completion of all services by Contractor or termination of this Agreement, whichever first occurs.

9. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a 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.

10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

- a. All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County, provided however, County promptly notifies Contractor in writing of any such claim; permits Contractor to control the defense or settlement thereof, and cooperates with Contractor in such defense or settlement. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

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- b. If any claim is asserted or action or proceeding brought against County which alleges that all or any part of the services or products in the form supplied by Contractor or County's use thereof, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County shall give Contractor prompt written notice thereof. Contractor shall defend any such claim or action with counsel of Contractor's choice and at Contractor's expense and shall indemnify County for any costs, including reasonable attorney's fees and damages actually incurred by County in connection therewith, including steps County may take to avoid entry of any default judgment or other waiver of County's rights. County shall cooperate fully with and may monitor Contractor in the defense of any claim, action or proceeding and will make employees available as Contractor may reasonably request with regard to such defense, subject to reimbursement by Contractor of all costs and expenses occasioned by County's cooperation in such defense.

This indemnity does not extend to modifications or additions to the services or products made by County or any third party without written consent of Contractor, or to any unauthorized use of the services or products by County.

If the services or products are, in Contractor's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the services or products, Contractor shall within ninety (90) days:

1. Promptly replace the services or products with compatible, functionally equivalent and non-infringing services or products;
2. Promptly modify the services or products to make them non-infringing without materially impairing County's ability to use the services or products as intended;
3. Promptly procure the right of County to continue using the services or products; or
4. As a last resort, if none of the foregoing alternatives are reasonably available to Contractor and County is enjoined or otherwise precluded legally from using the services or products, Contractor will within 120 days of the judgment or other court action promptly refund to County all fees and costs paid for the services or products under this Agreement and amendments thereto whereupon this Agreement shall terminate. All licensed service products will be disposed of as ordered by the governing court at the expense of Contractor or as determined by County if the court does not so direct.

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Upon completion of this Agreement, the provisions of this sub-section 11.B shall continue to survive.

11. INSURANCE PROVISIONS

- a. CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
 - 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
 - 2) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$500,000.
- b. All insurance required 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. Additional coverage must be purchased to meet requirements.
- d. The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- e. Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- f. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- g. CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsements.

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3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

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

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

15. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

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16. 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 to be performed 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.

17. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

18. NON-EXCLUSIVITY

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

19. NOTICES

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

TO COUNTY: VENTURA COUNTY
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-3420 1080 

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TO CONTRACTOR: Gartner, Inc,
Contract Administration
Attn: Frank Murphy
8405 Greensboro Drive
McLean, VA 22102

With a simultaneous copy to:
Gartner, Inc.
5950 CANOGA AVENUE, SUITE 600
WOODLAND HILLS, CA 91367

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or 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. MERGER CLAUSE

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

- 1.) This Agreement (including Exhibit A)
- 2.) Contractor's U.S. Master Client Agreement (Exhibit C)
- 3.) Enrollment Form (Exhibit B)

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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. This Agreement has been entered into and is to be performed in the County of Ventura. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Ventura or the county in which the Government Entity is located.

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. AUDIT, INSPECTION AND RETENTION OF RECORDS

Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

25. COMPLIANCE WITH LAWS

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

26. CONSTRUCTION OF COVENANTS AND CONDITIONS

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

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IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

by: 
Authorized Signature

ROSA CENICERÓS
Printed name

Assist. Purchasing Agent
Title

5/9/03
Date

CONTRACTOR

by: 
Authorized Signature

Francis T. Murphy
Director, Government Contracts
Printed name

Title

5/12/03
Date

04-3099750
Tax Identification #

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Exhibit A

County of Ventura/CCISDA/MISAC

All enrollees will have a service renewal date of 5/01/04, and annually thereafter.

Reference Level		
Service Start Date	50 seats	100 Seats
5/1/2003 (12 month contract)	\$3,400	\$2,600
6/1/2003 (11 month contract)	\$3,117	\$2,383
7/1/2003 (10 month contract)	\$2,833	\$2,167
8/1/2003 (9 month contract)	\$2,550	\$1,950
9/1/2003 (8 month contract)	\$2,267	\$1,733
10/1/2003 (7 month contract)	\$1,983	\$1,517
11/01/2003 (6 month contract)	\$1,700	\$1,300
Advisor Level		
Service Start Date	50 seats	100 Seats
5/1/2003 (12 month contract)	\$5,600	\$4,900
6/1/2003 (11 month contract)	\$5,133	\$4,492
7/1/2003 (10 month contract)	\$4,667	\$4,083
8/1/2003 (9 month contract)	\$4,200	\$3,675
9/1/2003 (8 month contract)	\$3,733	\$3,267
10/1/2003 (7 month contract)	\$3,267	\$2,858
11/01/2003 (6 month contract)	\$2,800	\$2,450
Executive Programs*		
Service Start Date	EXP Premier	EXP Club
5/1/2003 (12 month contract)	\$29,750	\$51,000
6/1/2003 (11 month contract)	\$27,271	\$46,750
7/1/2003 (10 month contract)	\$24,792	\$42,500
8/1/2003 (9 month contract)	\$22,313	\$38,250
9/1/2003 (8 month contract)	\$19,833	\$34,000
10/1/2003 (7 month contract)	\$17,354	\$29,750
11/01/2003 (6 month contract)	\$14,875	\$25,500
*A 5% discount applies to the second, and any successive EXP memberships procured by a single organization.		

The above rates reflect Ventura County/CCISDA/MISAC pricing through November 1, 2003. Thereafter pricing shall be in accordance with the then current CMAS price schedule at the time of order. The total aggregated number of Gartner seats ordered pursuant to this Agreement as of July 31, 2003 (and on each service renewal date thereafter), for any/all Gartner services offered hereunder, will apply towards the minimum seat quantities indicated in the above pricing.

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Exhibit B
Enrollment Form

Complete this form and send it with your purchase order via either fax or e-mail to:

County of Ventura Information Systems Department
800 South Victoria Ave. L#1100
Ventura, CA 93009
Attention: Angel Guerra
Angel.Guerra@mail.co.ventura.ca.us
Fax: (805) 654-3394

Name: _____

Title: _____

Agency/Department: _____

Address – Line 1: _____

Address – Line 2: _____

City: _____ Zip Code: _____

Telephone #: _____ Fax #: _____

Email: _____

Quantity of Seats ordered: _____ Reference _____ Advisor _____ Subtotal: \$ _____

Quantity of EXP memberships: _____ Premier _____ Club _____ Subtotal: \$ _____

Quantity of Symposium tickets: _____ Subtotal: \$ _____

(Symposium tickets may also be purchased directly from Gartner at any time at the discounted Government rate.)

County of Ventura PO Processing Fee: \$25.00

Total cost: (see contract between Ventura County & Gartner, Inc.) \$ _____

Start Date*: _____ (*All subscriptions start on the first day of a calendar month.)

By signing below, I am agreeing to procure the above-referenced services from Gartner, Inc., via the County of Ventura Research & Advisory Services contract _____, and agree to the terms and conditions of that agreement.

Signature

Date

Printed Name

Title

Exhibit C - U.S. Master Client Agreement

This Agreement is between Gartner, Inc. ("**Gartner**") and the "Client" identified below. The term "Services" used herein shall pertain solely to those services obtained by Client pursuant to "Exhibit A" of the Agreement for Technology Advisory Services "Ventura Agreement" to which this Master Client Agreement is attached. Supplements 1, 2 and 3 attached hereto describe said services.

Client Name: Ventura County

Headquarters: _____

Effective Date: _____

1. **Fees and Payment.** The fees payable to Gartner for each Service are in the Ventura Agreement, Exhibit A. Gartner will invoice Client in advance for all Services, unless otherwise provided in the Ventura Agreement, Exhibit A. Client agrees to pay all non-disputed invoiced amounts in U.S. dollars within thirty (30) days of receipt of Gartner's invoice.

2. **Sales, Use or Transaction Taxes.** Client agrees to 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.

3. **Ownership of the Services.** Client agrees that Gartner or its licensors own the Services. Client acknowledges that the Services and the Program and Database (as defined in Section 5) are copyrighted by Gartner or its licensors and are protected by law. Gartner reserves all rights not granted under this Agreement.

4. **Use of the Services.** (a) Client shall designate individually named user(s) who are licensed to use the Services (each, a "**User**"), and shall be responsible for each User's compliance with this Agreement. Client represents that it will limit access to the Services to the agreed upon number of Users. Client may use the Services solely for its own internal purposes. Services are to be used solely for each User's individual business purposes, for the benefit of Client.

(b) Except as set forth in this Agreement, Client may not copy or reproduce the Services in any form or by any means, including but not limited to, information storage and retrieval systems, recordings and retransmittals, use in any timesharing, service bureau, bulletin board or similar arrangement or public display, without Gartner's written permission. Client may not disclose, disseminate or distribute the Services to any other party. Client may not publicly use or reprint excerpts from the Services without Gartner's prior written consent. Client may purchase reprints of the Services at Gartner's then-current rates. Client shall use all reprints in accordance with the terms of this Agreement.

5. **Electronic Delivery/CD-ROM.** Client acknowledges that if it receives any Services by electronic delivery, use of an on-line service or by CD-ROM, such Services are licensed to Client on the terms set forth below.

(a) **Access by Electronic Delivery.** Upon payment of the applicable fees, Gartner will provide Client with passwords to permit electronic access to the Services for up to the maximum number of Users licensed pursuant to the Ventura Agreement, Exhibit B. Each User who accesses the Services by the Gartner Web site will receive a password. Unless otherwise stated, another User may not be substituted for the original User, without prior written approval from Gartner. Client agrees to notify Gartner when a User is no longer entitled to use a password so that Gartner may cancel that password and issue a new password for a replacement User, if any. Client agrees that Users may not share passwords. Each User may print one copy of Gartner research for the User's personal use, for the benefit of Client. Users may circulate copies of the Services, electronic or otherwise only to other Users. Such copies may not be further reproduced or distributed.

(b) **Access by CD-ROM.** If Client receives a Service on CD-ROM, the compact disk ("**Disk**") contains (1) a database ("**Database**") containing reports, data compilations and other research materials, and (2) computer programs ("**Programs**") which enable Client to access and use the Database. Client owns only the physical Disk on which the Database and Programs are recorded. If Client receives a Service as a database for use with a third party database program, Client will receive an electronic copy of the Database. Client may (1) use the Programs to access the Database, if applicable, and (2) use the Database for internal informational purposes.

(c) **Security Precautions.** If Client receives a Service by the Internet, Intranet or other compatible World Wide Web or portable format, Client agrees that it: (1) will install software, to the extent it is economically available and Client is reasonably able to acquire and install it, to ensure that only authorized Users have access to the Services; and (2) has installed appropriate firewall protection. Client shall be responsible for all activity under Client's passwords, and will notify Gartner promptly if it becomes aware of any unauthorized use of passwords or Services.

(d) **Prohibited Uses.** Client will NOT (Except As Provided Herein):

- Sublicense, lease, sell, transfer or assign this License;
- Copy any part of the Database or the Programs for any purpose;
- Reverse engineer, decompile, disassemble, translate or convert the Programs to human readable (source code) form (except as local law may permit without violation of local copyright law);
- Circumvent the encrypted data or gain access to more data than was licensed;
- Use the Services in any manner which violates this license or any applicable laws.

6. **Export.** Client acknowledges that the Services may constitute technical data, the re-export of which is subject to restrictions under the Export Administration Regulations of the U.S. Department of Commerce, and Client agrees not to re-export the Services except in compliance with these regulations.

7. **Monitoring/Audit.** Client acknowledges that Gartner may monitor on-line activity by Users, and agrees to inform all Users that Gartner may monitor their on-line activity. Upon request, Client agrees to provide Gartner with reasonable evidence of compliance with this Agreement. Gartner may audit Client, to verify Client's compliance with this Agreement, during Client's regular business hours and with reasonable advance notice. Client agrees to cooperate with such audits.

8. **Client Meetings.** Participation by Gartner in Client meetings and analyst engagements (collectively "sessions") is subject to Gartner's acceptance of Client's request. Gartner owns all rights to the sessions, including all related Services. Client's use of the sessions is subject to the terms of this Agreement. Client may not copy, distribute, record, retransmit or make available to any party the content of any session without Gartner's prior written consent.

9. **Warranties and Warranty Disclaimer.** (a) **Non-Infringement Warranty.** Gartner warrants that the Services, in the form provided by Gartner, will not violate or infringe upon the intellectual property rights of any third party.

(b) **WARRANTY OF DISK.** GARTNER AND ITS LICENSORS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS WILL MEET CLIENT REQUIREMENTS, OR THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE. NOTWITHSTANDING THE FOREGOING, IF CLIENT RECEIVES SERVICES ON DISK, GARTNER WARRANTS THAT THE DISK WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR 90 DAYS FROM THE DATE OF DELIVERY.

(c) **DISCLAIMER OF ALL OTHER WARRANTIES.** ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS SET FORTH ABOVE, GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. THE INFORMATION IN THE SERVICES HAS BEEN OBTAINED FROM SOURCES THAT GARTNER BELIEVES TO BE RELIABLE. ALL SERVICES SPEAK AS OF THE PUBLICATION DATE AND GARTNER HAS NO OBLIGATION TO ADVISE CLIENT OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE SERVICES. THE SERVICES ARE INTENDED SOLELY AS A RESEARCH TOOL AND MAY REFLECT ONE OR A LIMITED NUMBER OF PERSPECTIVES THAT MAY NOT BE SHARED BY OTHER INDUSTRY EXPERTS, AND ARE NOT MEANT AS SPECIFIC GUIDES TO ACTION.

10. **LIMITATION OF LIABILITY.** EXCEPT FOR INFRINGEMENT CLAIMS, GARTNER'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT AND THE SERVICES UNDER ALL THEORIES OF LIABILITY SHALL BE LIMITED TO THE FEE PAID BY CLIENT FOR SUCH SERVICES DURING THE PRECEDING TWELVE MONTHS.

GARTNER AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY ERRORS, OMISSIONS OR INADEQUACIES IN THE SERVICES OR FOR INTERPRETATIONS THEREOF. GARTNER AND ITS LICENSORS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, SUCH AS DAMAGES FOR LOST PROFITS, BUSINESS FAILURE OR LOSS, ARISING OUT OF THE USE OF THE SERVICES, WHETHER OR NOT GARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. (a) **Term.** This Agreement shall remain in effect and apply to all Services provided hereunder for the term specified in the Ventura Agreement and shall renew pursuant to that agreement.

(b) **Cancellation of Services by Gartner.** If Gartner discontinues any of the Services, Gartner may substitute a substantially similar Service, in its sole discretion. In such an event, Client shall have the right to terminate the Service and receive a prorated refund of the prepaid Service fees.

12. **Cancellation for Default.** Except as otherwise provided for, this Agreement may be canceled by either party only for failure by the other party to perform its terms, and then only on 30 days' prior written notice by certified mail specifying the reason for cancellation if such failure is not rectified within the 30 day period.

13. Miscellaneous

(a) **Assignability.** This Agreement may not be assigned by Client without the written consent of Gartner, which consent in the case of merger, acquisition or other transfer of substantial ownership shall not be unreasonably withheld. Gartner may assign this Agreement to a parent, subsidiary or successor entity.

(b) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of law principles.

(c) **Client Subsidiaries.** Client agrees that the terms of this Agreement are applicable to all of its subsidiaries, unless excluded by an addendum. A subsidiary only needs to execute a Service Agreement providing for specific Services.

(d) **Client Confidential Information.** Gartner agrees to keep confidential any information communicated by Client to Gartner in connection with this Agreement that Client desires Gartner to keep confidential provided that such material 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. 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 Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; (5) is communicated by the Client to a third party free of any obligation of confidence; or (6) Client has consented to. Additionally, Gartner may disclose such information to the extent required by legal process. Client acknowledges that Gartner is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Gartner's research, analysis or consulting organization from sources other than the employees receiving confidential information provided under this Agreement.

(e) **Entire Agreement.** This Agreement, together with the Ventura Agreement, sets forth the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any previous agreements between the parties and shall not be effective until countersigned by Gartner. No modifications may be made except in a writing signed by both parties. Any confirmation, purchase order or other document submitted by Client which purports to vary this Agreement shall be of no effect, unless agreed to in writing by Gartner.

(f) **Force Majeure.** Except for payment obligations, nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, acts of God, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.

(g) **Severability.** To the extent necessary to render a provision valid and enforceable in that jurisdiction, a reviewing court may modify any provision of this Agreement that it finds to be invalid or unenforceable. The other provisions of this Agreement shall not be affected. Any unenforceability in a particular jurisdiction shall not affect enforceability in any other jurisdiction.

(h) **Research About Client.** Gartner does not make any commitment to review, evaluate or publish any information about Client or its products or services in any Service.

(i) **Use of Excerpts.** Client agrees that it shall not use Gartner's name in the promotion of its products or services and that it shall only externally quote the Services in accordance with the terms of Gartner's then-current Fair Use Policy, which can be viewed on Gartner's web-site at www.gartner.com.

(j) **Use of Client Name.** Client grants Gartner permission to use its name in Gartner client lists.

(k) **No Third Party Beneficiaries.** This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Gartner and Client that no third party shall have the right to (i) rely on the Services provided by Gartner, or (ii) seek to impose liability on Gartner as a result of the Services.

(l) **Surviving Clauses.** Sections 9, 10 and 13 b, d and i shall survive the termination of this Agreement.

(m) **Compulsory Process.** To the degree that Gartner is not a named party in any legal action, if any aspect of the Services becomes the subject of compulsory process for documents, testimony or other investigation, Client agrees to pay all fees incurred by Gartner in connection with reviewing, responding and complying with the process or other investigation. These fees include, without limitation, fees of Gartner or its outside counsel to object to or negotiate the terms of Gartner's compliance with the process and fees for time spent by Gartner's employees at Gartner's then current consulting rates to respond to the process, together with all other reasonable out of pocket expenses incurred by Gartner, including, without limitation, outside counsel fees and travel.

GARTNER, INC.

Francis T. Murphy
Legal Department
Date 5/13/03

Francis T. Murphy
Director, Government Contract

CLIENT

Authorized Signature

Rosa C. Caceres
Printed Name and Title ASSISTANT PROCUREMENT AGENT
Date 5/14/03

Address COUNTY OF VENTURA, PROCUREMENT SERVICES
800 So. VICTORIA AVE., VENTURA, CA 93009-1080

Telephone No. 805-654-5133 Facsimile No. 805-654-3754

Please return this signed Agreement to:
CONTRACT ADMINISTRATION DEPARTMENT
GARTNER, INC.

56 TOP GALLANT ROAD, P.O. BOX 10212,
STAMFORD, CT 06904-2212

Telephone: 203-316-1111 Facsimile: 203-316-6875

July 2002

Supplement 1

SERVICE DESCRIPTION GARTNER CORE RESEARCH

Core Research is a service that provides research and advice about information technology for decision-makers. Gartner Core Research provides clients with the base of knowledge and advice needed to capitalize on IT technologies and markets.

There are two levels of named User access to Core Research: Reference and Advisor.

1. DELIVERABLES.

- a) **Core Research Deliverables for Reference Users** include a range of written deliverables, such as:
- **Spotlights** — which reflect hot client issues, consider the issues from several different perspectives and tie together research from all the Core Research Deliverables.
 - **Special Reports** — which 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.
 - **Research Notes** — which focus on companies, products, markets, decision frameworks, tactical guidelines, case studies, and strategic planning assumptions.
 - **Perspectives/Research Briefs** — which provide analysis and commentary on key technologies, companies, products, market opportunities, events, user and distribution trends, and strategic issues in the IT and telecom market segments tracked by Gartner Dataquest.
 - **Executive Summaries** — which are top-level analysis and recommendations from Gartner Dataquest Cluster research reports.
- b) **Core Research Deliverables for Advisor Users.** In addition to the Reference Deliverables, Core Research Advisor Deliverables include:
- **Standard Analyst Inquiry** — which provides named Core Research Advisor Users access to Gartner Core Research analysts through Standard Analyst Inquiry, as required for their individual business purposes.
 - **Audio conferences** — which are periodic “telephone meetings” on pressing, timely issues. Gartner analysts speak on these topics and then poll the listeners.
 - **Talking Technology** — which is currently a monthly audiocassette or CD-ROM that provides an executive summary focusing on hot IT issues.
 - **Theme Conference Ticket** — which is a ticket for one employee to attend one of Gartner’s theme conferences.

Supplement 2

SERVICE DESCRIPTION

Gartner Executive Programs (EXP) Premier Service

EXP Premier is a service that provides research and advice for CIOs whose focus is on how information technology impacts business issues. Gartner Core Research provides clients with the base of knowledge and advice needed to capitalize on IT technologies and markets.

Gartner EXP Premier Research Deliverables

1. Gartner EXP Premier Research Deliverables include a range of deliverables such as:
 - **Exclusive Research Reports** — which cover “big ideas,” frameworks for thinking, and technology watching.
 - **Talking Technology Audio Program** — which is currently a monthly audiocassette or CD-ROM containing concise summaries of the hottest issues in IT.
 - **Gartner Symposia** – which is entry for the member to one Fall and one Spring Symposium in the location chosen by the client. This entry is not transferable and only available to the member.
 - **Regional Roundtables** – access to educational networking events.
2. Gartner EXP Premier Research provides Reference Level Access to Core Research. Core Research Deliverables for Reference Users include a range of written deliverables such as:
 - **Spotlights** — which reflect hot client issues, consider the issues from several different perspectives and tie together research from all the Core Research Deliverables.
 - **Special Reports** — which 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.
 - **Research Notes** — which focus on companies, products, markets, decision frameworks, tactical guidelines, case studies, and strategic planning assumptions.
 - **Perspectives/Research Briefs** — which provide analysis and commentary on key technologies, companies, products, market opportunities, events, user and distribution trends, and strategic issues in the IT and telecom market segments tracked by Gartner Dataquest.
 - **Executive Summaries** — which are top-level analysis and recommendations from Gartner Dataquest Cluster research reports.

Supplement 3

SERVICE DESCRIPTION GARTNER EXECUTIVE PROGRAMS (EXP) CLUB SERVICE

EXP Club is a service that provides research and advice for CIOs whose focus is on how information technology impacts business issues. Gartner Core Research provides clients with the base of knowledge and advice needed to capitalize on IT technologies and markets.

DELIVERABLES

1. Gartner EXP Club Research Deliverables include a range of deliverables such as:
 - **Exclusive Research Reports** — which cover “big ideas,” frameworks for thinking, and technology watching.
 - **Talking Technology Audio Program** — which is currently a monthly audiocassette or CD-ROM containing concise summaries of the hottest issues in IT
 - **People3 Annual Compensation Series** — which are an Annual Report and Quarterly Updates which identify compensation rates by job description, geography and experience. (North America Only)
 - **Annual Global CIO Event** — which is an event that includes speakers and industry leaders in a network-oriented setting.
 - **Gartner Symposia** — which is entry for the member to one Fall and one Spring Symposium in the location chosen by the client. This entry is not transferable and only available to the member.
 - **On-Site Briefings** — which are Gartner analysts working with the member at the client site to focus on a unique business, technology or strategic issue. On-site briefings can occur up to twice per year, with each session being ½ day.
 - **Regional Roundtables** — access to educational networking events.
2. Gartner EXP Club Research provides Reference Level Access to Core Research. Core Research Deliverables for Reference Users include a range of written deliverables such as:
 - **Spotlights** — which reflect hot client issues, consider the issues from several different perspectives and tie together research from all the Core Research Deliverables.
 - **Special Reports** — which 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.
 - **Research Notes** — which focus on companies, products, markets, decision frameworks, tactical guidelines, case studies, and strategic planning assumptions.
 - **Perspectives/Research Briefs** — which provide analysis and commentary on key technologies, companies, products, market opportunities, events, user and distribution trends, and strategic issues in the IT and telecom market segments tracked by Gartner Dataquest.
 - **Executive Summaries** — which are top-level analysis and recommendations from Gartner Dataquest Cluster research reports.
3. **Gartner EXP Club Inquiry.**
This service provides the EXP Club member access to Standard Analyst Inquiry as required for their individual business purposes which can be facilitated through a Gartner EXP Relationship Team. An associate from the team will facilitate scheduling with appropriate analysts.

**AMENDMENT #1 TO VENTURA COUNTY
CONTRACT #4667
Technology Advisory Services**

The County of Ventura (County) and Gartner, Inc. (Contractor) hereby agree that the agreement identified as Ventura County Contract No. 4667, previously entered into by the parties is amended as follows:

Effective May 1, 2005, the following Exhibits and Supplements are deleted and replaced in their entirety with the attached.

Exhibit A - Rate Schedule
Exhibit B - Enrollment Form
Supplement 3- Service Description

The following Supplement is added:

Supplement 4 - Best Practice Councils

All other terms and conditions remain the same.

COUNTY OF VENTURA


Authorized Signature

Ernie Griego
Printed Name

Principal Buyer
Title

3/24/05
Date

GARTNER INC.

Authorized Signature

Printed Name

Title

Date

**AMENDMENT #2 TO VENTURA COUNTY OF VENTURA
CONTRACT #4667
Technology Advisory Services**

The COUNTY OF VENTURA (County) and Gartner, Inc. (Contractor) hereby agree that the agreement identified as Ventura County Contract #4667 previously entered into by the parties, is amended as follows:

Section 3, TERM, sentence 1 is amended to read as follows:

The term of this Agreement shall be through April 30, 2007 and may be extended thereafter on a year-to-year basis by mutual consent of the parties.

Effective May 1, 2006, the following Exhibits are deleted and replaced in their entirety with the attached:

Exhibit A – Rate Schedule
Exhibit B – Enrollment Form

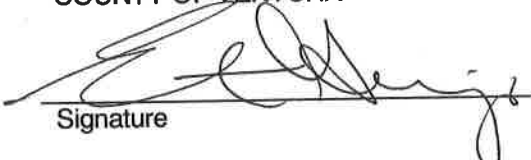
The following Supplements are added:

Supplement 5 – Enterprise Planning and Architecture Services (EPAS)
Supplement 6 – World Wide IT Benchmark
Supplement 7 – Role Based Offering

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

COUNTY OF VENTURA



Signature

Ernie Griego

Printed Name

Principal Buyer

Title

Date

4/26/06

GARTNER, INC.



Authorized Signature

Printed Name
William F. Mohan, Jr.
Director, Government Contracts

Title

Date

4-19-06

AMENDMENT #3 TO COUNTY OF VENTURA CONTRACT #4667
Technology Advisory Services

The COUNTY OF VENTURA (County) and Gartner, Inc. (Contractor) hereby agree that the agreement identified as Ventura County Contract #4667 previously entered into by the parties, is amended as follows:

Section 3, TERM, sentence 1 is amended to read as follows:

The term of this Agreement shall be through April 30, 2008 and may be extended thereafter on a year-to-year basis by mutual consent of the parties.

Effective May 1, 2007, the following Exhibits are deleted and replaced in their entirety with the attached:

Exhibit A – Rate Schedule
Exhibit B – Enrollment Form

The following Supplements are added:

Supplement 8 – Gartner for IT Leaders

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

COUNTY OF VENTURA


Signature

Ernle Griego
Printed Name

Principal Buyer
Title

5/17/07
Date

GARTNER, INC.


Authorized Signature

Printed Name
William R. Mohan, Jr.
Director, Government Contracts

Title

5-21-07
Date

AMENDMENT #4 TO COUNTY OF VENTURA CONTRACT #4667
Technology Advisory Services

The COUNTY OF VENTURA (County) and Gartner, Inc. (Contractor) hereby agree that the agreement identified as Ventura County Contract #4667 previously entered into by the parties, is amended as follows:

Section 3, TERM, sentence 1 is amended to read as follows:

The term of this Agreement shall be through April 30, 2009 and may be extended thereafter on a year-to-year basis by mutual consent of the parties.

Effective May 1, 2008, the following Exhibits are deleted and replaced in their entirety with the attached:

Exhibit A – Rate Schedule
Exhibit B – Enrollment Form

The following Supplements are added:

Supplement 9 – Gartner for IT Executives

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

COUNTY OF VENTURA

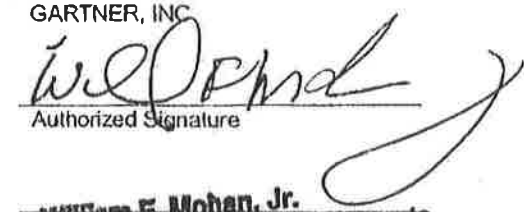

Signature

Ernie Griego
Printed Name

Principal Buyer
Title

4/25/08
Date

GARTNER, INC.


Authorized Signature

 William F. Mohan, Jr.
Printed Name
Director, Government Contracts

Title

May 2, 2008
Date

Exhibit 1

**AMENDMENT #5 TO COUNTY OF VENTURA CONTRACT #4667
Technology Advisory Services**

The COUNTY OF VENTURA (County) and Gartner, Inc. (Contractor) hereby agree that the agreement identified as Ventura County Contract #4667 previously entered into by the parties, is amended as follows:

Section 3, TERM, sentence 1 is amended to read as follows:

The term of this Agreement shall be through April 30, 2010 and may be extended thereafter on a year-to-year basis by mutual consent of the parties.

Effective May 1, 2009, the following Exhibits are deleted and replaced in their entirety with the attached:

Exhibit A – Rate Schedule
Exhibit B – Enrollment Form

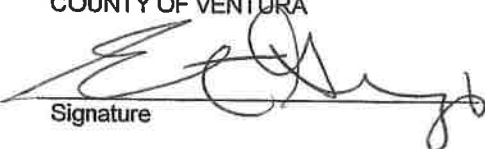
The following Supplements are added:

Supplement 10 – Gartner for Enterprise IT Leaders – Infrastructure & Operations
Supplement 11 – Gartner for IT Leaders Advisor - Workgroup

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

COUNTY OF VENTURA


Signature

Ernie Griego
Printed Name

Principal Buyer
Title

Date

4/20/09

GARTNER, INC.

Authorized Signature

Printed Name

Title

Date

**Amendment #6 to the
Agreement for Technology Advisory Services
Ventura County - Gartner, Inc. - Contract #4667**

This amendment #6 (the "Amendment") is made and entered into as of the 6th day of April 2010, ("Effective Date") by and between Gartner, Inc. ("Contractor") and the County of Ventura ("County").

RECITALS

- A. Contractor and County previously entered into a certain agreement, known as the Agreement for Technology Advisory Services Ventura County - Gartner, Inc. - Contract #4667 dated May 1, 2003 (the "Agreement") whereby Contractor agreed to provide County with Services as thereafter specified; and
- B. The parties now desire to modify the Agreement.

NOW THEREFORE, as of the Effective Date, Contractor and County agree to modify the Agreement as set forth herein:

1. Section 3, TERM, sentence 1 is amended to read as follows:
The term of this Agreement shall be through April 30, 2011 and may be extended thereafter on a year-to-year basis by mutual consent of the parties.
2. Section 8.c. and the last paragraph of section 8 are hereby amended as follows:

"c. The County at its sole option may terminate this Agreement upon thirty...On completion or termination of this Agreement, County shall be entitled to immediate possession of and Contract shall furnish all...data gathered or computed by Contractor specifically for the consulting services required hereunder prior to such termination.

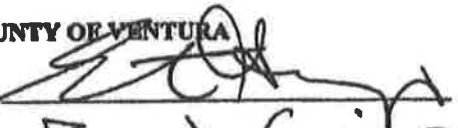
In the event of termination as provided for hereinabove...All reports, documents and other items generated or gathered in the course of providing consulting services to the County under this Agreement are and shall remain the property of the County..."
3. Section 19, shall be modified by changing the notice address to:

"Gartner, Inc.
12600 Gateway Blvd.
Ft. Myers, FL 33913
Attn: Contracts Administration Dept."
4. Exhibit A, Exhibit B and Exhibit C are hereby deleted in their entirety and replaced with the attached new Exhibits 1A- Agreement of Technology Advisory Services, Exhibit 1B- Enrollment Form, and Exhibit 1C-Master Agreement.
5. Supplement 1, Supplement 2, and Supplement 3 are hereby deleted in their entirety and updated Service Descriptions shall now be incorporated into Exhibit 1A.

Except as hereby specifically amended by this Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

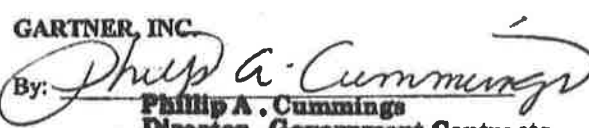
COUNTY OF VENTURA

By: 

Name: Ernest Griego

Title: Principal Buyer

GARTNER, INC.

By: 

Name: Phillip A. Cummings
Director, Government Contracts

Title: _____

**Amendment # 7 to the
Agreement for Technology Advisory Services
Ventura County – Gartner, Inc. – Contract #4667**

This Amendment #7 (the "Amendment") is made and entered into as of the 15 day of March 2011, ("Effective Date") by and between Gartner, Inc. ("Contractor") and the County of Ventura ("County").

RECITALS

- A. WHEREAS, Contractor and County previously entered into a certain agreement, known as the Agreement for Technology Advisory Services Ventura County – Gartner, Inc. – Contract #4667 dated May 1, 2003 (the "Agreement") whereby Contractor agreed to provide County with Services as thereafter specified; and
- B. WHEREAS, the Contractor and County now desire to modify the Agreement.

NOW THEREFORE, as of the Effective Date, Contractor and County agree to modify the Agreement pursuant to Section 15. Addenda as set forth herein:

1. Section 3 entitled Term is amended to read as follows:

The term of this Agreement shall be extended for one additional year through April 30, 2012 and may be extended thereafter on a year-to-year basis by mutual consent of the Parties

2. The Price List contained in Exhibit A, and the Enrolment Form found in Exhibit B are hereby replaced with the attached Exhibit A & B and will apply to all services provided after the effective date of this modification.

Except as hereby specifically amended by this Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COUNTY OF VENTURA

By: Glenna Streed
Name: Glenna Streed
Title: Jr. Buyer

GARTNER, INC.

By: Phillip A. Cummings
Name: Phillip A. Cummings
Title: Director, Government Contr

**Amendment # 8 to the
Agreement for Technology Advisory Services
Ventura County – Gartner, Inc. – Contract #4667**

This amendment # eight (8) (the "Amendment") to the Agreement for Technology Advisory Services between Ventura County and Gartner, Inc. (Contract #4667) is made and entered into as of the 1st day of February 2012, ("Effective Date") by and between Gartner, Inc. ("Contractor") and the County of Ventura ("County"), collectively referred to herein as "Parties."

RECITALS

- A. Contractor and County previously entered into a certain agreement, known as the Agreement for Technology Advisory Services Ventura County – Gartner, Inc. – Contract #4667 dated May 1, 2003 (the "Agreement") whereby Contractor agreed to provide County with Services as thereafter specified; and
- B. The parties now desire to modify the Agreement.

NOW THEREFORE, as of the Effective Date, Contractor and County agree to modify the Agreement as set forth herein:

1. Section 3 entitled Term is amended to read as follows:

The term of this Agreement shall be extended for one additional year through April 30, 2013 for existing customers and may be extended thereafter on a year-to-year basis by mutual consent of the Parties. For new customers and existing customers purchasing new services, this Agreement shall run from February 1, 2012 through April 30, 2013.

2. The Price List contained in Exhibit A, and the Enrollment Form found in Exhibit B to the Agreement are hereby replaced with the attached Exhibit A & B and will apply to all services provided after the Effective Date of this Amendment.

Except as hereby specifically amended by this Amendment, all other terms and conditions of the Agreement, as previously amended, are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

COUNTY OF VENTURA

By: Glenna Streed

Name: Glenna Streed

Title: Sr. Buyer

GARTNER, INC.

By: Phillip A. Cummings

Name: Phillip A. Cummings

Title: Senior Director Government Contracts

**Amendment # 9 to the
Agreement for Technology Advisory Services
Ventura County – Gartner, Inc. – Contract #4667**

This amendment # nine (9) (the "Amendment") is made and entered into as of the 1st day of March 2013, ("Effective Date") by and between Gartner, Inc. ("Contractor") and the County of Ventura ("County").

RECITALS

- A. Contractor and County previously entered into a certain agreement, known as the Agreement for Technology Advisory Services Ventura County – Gartner, Inc. – Contract #4667 dated May 1, 2003 (the "Agreement") whereby Contractor agreed to provide County with Services as thereafter specified; and
- B. The parties now desire to modify the Agreement.

NOW THEREFORE, as of the Effective Date, Contractor and County agree to modify the Agreement as set forth herein:

1. Section 3 entitled Term is amended to read as follows:

The term of this Agreement shall be extended for one additional year through April 30, 2014 and may be extended thereafter on a year-to-year basis by mutual consent of the Parties

2. The Price List contained in Exhibit A, and the Enrolment Form found in Exhibit B are hereby replaced with the attached Exhibit A & B and will apply to all services provided after the effective date of this modification.

Except as hereby specifically amended by this Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COUNTY OF VENTURA

By: _____

Name: _____

Title: _____

Peter C. Foy
Peter C. Foy
Chair, Board of Supervisors

GARTNER, INC.

By: _____

Name: Phillip A. Cummings

Title: Director Government Contracts

Phillip A. Cummings



**Amendment # 10 to the
Agreement for Technology Advisory Services
Ventura County – Gartner, Inc. – Contract #4667**

This amendment number ten (#10) (the "Amendment") to the Agreement for Technology Advisory Services Ventura County – Gartner, Inc. – Contract #4667 is made and entered into as of the 1st day of March 2014, ("Effective Date") by and between Gartner, Inc. ("Contractor") and the County of Ventura ("County"). Together, Contractor and County shall be referred to herein as Parties.

RECITALS

- A. Parties previously entered into a certain agreement, known as the Agreement for Technology Advisory Services Ventura County – Gartner, Inc. – Contract #4667 dated May 1, 2003 (the "Agreement") whereby Contractor agreed to provide County with Services as thereafter specified in furtherance of the County's central role in implementing the California County Information Services Directors Association ("CCSIDA") consortium for high volume purchases of Contractor's technology advisory products and services; and
- B. Parties have entered into a series of amendments and renewals (numbers 1 through 9) of the Agreement since May 1, 2003; and
- C. The Parties now desire to renew and modify the Agreement.

NOW THEREFORE, as of the Effective Date, based upon the above recitals and valuable consideration set forth below, Parties agree to renew and modify the Agreement as set forth herein:

- 1. Section 3 entitled Term is amended to read as follows:

The term of this Agreement shall be extended for one additional year through April 30, 2015 and may be extended thereafter on a year-to-year basis by mutual consent of the Parties.

- 2. The Price List for Gartner Services contained in Exhibit A, and the Enrolment Form found in Exhibit B of the Agreement are hereby replaced with the new Exhibits A & B, which are attached to this Amendment and incorporated herein by reference. The new Exhibits A & B will apply to all Contractor services provided after the effective date of this Amendment.

Except as hereby specifically amended by this Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COUNTY OF VENTURA

By: _____

Name: _____

Title: _____

Glenna Streed
Glenna Streed
Sr. Buyer
4-1-14

GARTNER, INC.

By: _____

Name: Phillip A. Cummings

Title: Director Government Contracts

Phillip A. Cummings



12 March 2015

Ms. Patrica Holland
County of Ventura – Information Technology Services Department
800 South Victoria Avenue
Ventura, CA 93009
(805) 654-3542

Subject: Transmittal of Amendment No. Eleven (11)

Reference: Contract No. 4667

Dear Ms. Holland:

You will find attached, four (4) copies of the subject amendment executed on behalf of Gartner Inc. (Gartner) by the undersigned per your request.

Should you have any questions regarding the contents of this communication, please feel free to contact me at the number or address listed on the letterhead.

Respectfully submitted;

A handwritten signature in blue ink, reading "Phillip A. Cummings". The signature is stylized with a large, looping initial "P" and a long, sweeping underline.

Phillip A. Cummings
Sr. Director Government Contracts
Enclosure as stated

**Amendment # 11 to the
Agreement for Technology Advisory Services
Ventura County – Gartner, Inc. – Contract #4667**

This amendment # eleven (11) (the "Amendment") is made and entered into as of the 1st day of February 2015, ("Effective Date") by and between Gartner, Inc. ("Contractor") and the County of Ventura ("County").

RECITALS

- A. Contractor and County previously entered into a certain agreement, known as the Agreement for Technology Advisory Services Ventura County – Gartner, Inc. – Contract #4667 dated May 1, 2003 (the "Agreement") whereby Contractor agreed to provide County with Services as thereafter specified; and
- B. The parties now desire to modify the Agreement.

NOW THEREFORE, as of the Effective Date, Contractor and County agree to modify the Agreement as set forth herein:

1. Section 3 entitled Term is amended to read as follows:

The term of this Agreement shall be extended for one additional year through April 30, 2016 and may be extended thereafter on a year-to-year basis by mutual consent of the Parties

2. The Price List contained in Exhibit A, and the Enrolment Form found in Exhibit B are hereby replaced with the attached Exhibit A & B and will apply to all services provided after the effective date of this modification.

Except as hereby specifically amended by this Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COUNTY OF VENTURA

By: Glenna Steed

Name: Glenna Steed

Title: SR Buyer
2-9-15

GARTNER, INC.

By: Phillip A. Cummings

Name: Phillip A. Cummings

Title: Director Government Contracts

COUNTY OF VENTURA

GARTNER, INC.*

Glenna Streed
Authorized Signature

Glenna Streed
Printed Name

Sr Buyer
Title

2-9-15
Date

Phillip A. Cummings
Authorized Signature

Phillip A. Cummings
Director, Government Contracts
Printed Name

Title

12 March 2015
Date

04-3099750
Tax Identification Number

GARTNER, INC.*

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.

**Amendment # 12 to the
Agreement for Technology Advisory Services
Ventura County – Gartner, Inc. – Contract #4667**

This Amendment #12 (the "Amendment") is made and entered into as of the 1st day of March 2016, ("Effective Date") by and between Gartner, Inc. ("Contractor") and the County of Ventura ("County").

RECITALS

- A. Contractor and County previously entered into a certain agreement, known as the Agreement for Technology Advisory Services Ventura County – Gartner, Inc. – Contract #4667 dated May 1, 2003 (the "Agreement") whereby Contractor agreed to provide County with Services as thereafter specified; and
- B. The parties now desire to modify the Agreement.

NOW THEREFORE, as of the Effective Date, Contractor and County agree to modify the Agreement as set forth herein:

1. Section 3 entitled Term is amended to read as follows:

The term of this Agreement shall be extended for one additional year through April 30, 2017 and may be extended thereafter on a year-to-year basis by mutual consent of the Parties

2. The Price List contained in Exhibit A and the Enrollment Form found in Exhibit B are hereby replaced with the attached Exhibits A & B and will apply to all services provided after the Effective Date of this Amendment.

Except as hereby specifically amended by this Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COUNTY OF VENTURA

By: Glenna Streed

Name: Glenna Streed

Title: 2-4-16
Sr. Buyer

GARTNER, INC.

By: Phillip A. Cummings 3/10/16

Name: Phillip A. Cummings

Title: Director Government Contracts

**Amendment # 13 to the
Agreement for Technology Advisory Services
Ventura County – Gartner, Inc. – Contract #4667**

This Amendment #13 (the "Amendment") is made and entered into as of the 1st day of March 2017, ("Effective Date") by and between Gartner, Inc. ("Contractor") and the County of Ventura ("County").

RECITALS

- A. Contractor and County previously entered into a certain agreement, known as the Agreement for Technology Advisory Services Ventura County – Gartner, Inc. – Contract #4667 dated May 1, 2003 (the "Agreement") whereby Contractor agreed to provide County with Services as thereafter specified; and
- B. The parties now desire to modify the Agreement.

NOW THEREFORE, as of the Effective Date, Contractor and County agree to modify the Agreement as set forth herein:

1. Section 3 entitled Term is amended to read as follows:

The term of this Agreement shall be extended for one additional year through April 30, 2018 and may be extended thereafter on a year-to-year basis by mutual consent of the Parties

2. The Price List contained in Exhibit A and the Enrollment Form found in Exhibit B are hereby replaced with the attached Exhibits A & B and will apply to all services provided after the Effective Date of this Amendment.

Except as hereby specifically amended by this Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COUNTY OF VENTURA

By: _____

Name: _____

Title: _____

Glenna Streed
Glenna Streed
Sr. Buyer
2-24-17

GARTNER, INC.

By: _____

Name: Phillip A. Cummings

Title: Director Government Contracts

Phillip A. Cummings

PO CT 4800FY18-59
Contract File # 4667

**Amendment # 14 to the
Agreement for Technology Advisory Services
Ventura County - Gartner Inc. - Contract # 4667**

This Amendment # 14 (the "Amendment") is made and entered into as of the 31 of October 2017 (the "Effective Date"), by and between Gartner Inc. (the "Contractor") and the County of Ventura (the "County") (collectively the "Parties").

RECITALS

- A. Contractor and County previously entered into an Agreement for Technology Advisory Services Ventura County – Gartner Inc. – Contract #4667 dated May 1, 2003 (the "Agreement") whereby Contractor agreed to provide the County and members of the California County Information Services Directors Association (CCISDA), which members include County and other individual government entities ("Individual Government Entities"), with services as specified therein and as amended below;
- B. Contractor desires to update the pricing schedule and the description and terms of services provided under the Agreement, as set forth in Exhibit A.
- C. Contractor will assume the administrative tasks of enrolling Individual Government Entities for Contractor's services pursuant to the Agreement.
- D. The Parties now desire to modify the Agreement accordingly.

NOW, THEREFORE, as of the Effective Date, Contractor and County agree to modify the Agreement as set forth herein:

- 1. Exhibit A to the Agreement is hereby deleted and replaced with attached Exhibit A.
- 2. Exhibit B to the Agreement, entitled "Enrollment Form," is hereby deleted and replaced with the attached Exhibit B, entitled "Service Agreement." Using the new Exhibit B, Contractor will directly contract with and invoice each Individual Government Entity receiving services. The 2.5% Administrative Fee set forth in the prior Exhibit B is hereby eliminated.

Except as hereby specifically modified by the Amendment, all other terms and conditions of the Agreement, as amended, are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date listed in the preamble of this Amendment.

COUNTY OF VENTURA

BY:

Name:

Title:

Glenn A. Streed
Glenn A. Streed
Sr. Buyer

GARTNER INC.

BY:

Name:

Title:

Phillip A Cummings

Digitally signed by Phillip A
Cummings
Date: 2017.11.03 10:47:42 -04'00'

**Amendment No. Fifteen (15) to the
Agreement for Technology Advisory Services
Ventura County - Gartner Inc. - Contract # 4667**

This Amendment #15 (the "Amendment") is made and entered into as of the 9th day of January 2018, ("Effective Date") by and between Gartner Inc. (the "Contractor") and the County of Ventura California ("County") (collectively the "Parties").

RECITALS

- A. Contractor and County previously entered into an Agreement for Technology Advisory Services Ventura County – Gartner Inc. – Contract #4667 dated May 1, 2003 (the "Agreement") whereby Contractor agreed to provide the County and members of the California County Information Services Directors Association (CCISDA), which members include County and other individual government entities ("Individual Government Entities"), with services as specified therein and as amended below;
- B. The parties now desire to modify the Agreement.

NOW THEREFORE, as of the Effective Date, Contractor and the County agree to modify the Agreement as set forth herein:

1. Section 3 entitled Term is amended to read as follows:

The term of this Agreement shall be extended for one additional year through April 30, 2019 and may be extended thereafter on a year-to-year basis by mutual consent of the Parties

2. The Price List contained in Exhibit A and the Service Agreement Enrollment Form found in Exhibit B are hereby replaced with the attached Exhibits A & B and will apply to all services provided after the Effective Date of this Amendment.

Except as hereby specifically modified by the Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date listed in the preamble of this Amendment.

COUNTY OF VENTURA

BY: 

Name:

Ernest Garza

Title:

Principal Buyer

GARTNER INC.

BY: 

Name:

**Phillip A. Cummings
Director, Government Contracts**

Title:

Agreement for Technology Advisory Services-Exhibit A
Ventura County-Gartner, Inc.

1. Price List for Gartner Services.

- A. All enrollees will have a renewal end date of April 30th, except however, not all Gartner research Services listed below can be pro-rated for partial year terms (i.e., a fifteen-month term). The Gartner account executive will advise if a Gartner research Service may be pro-rated with the approval of Gartner's pricing department. In the event a Service cannot be pro-rated Gartner and purchaser agree to work together, in good faith to develop an alternative method to abide by the service renewal date of this Agreement to provide the requested Gartner research Services.
- B. Core Research Pricing.
 - a. The Core Research Service and subsequent pricing (Advisor or Reference level) is available to Existing Clients **for renewal only** as of May 1, 2018. For the avoidance of doubt, "renewal only" shall mean those actual users with the Core Research Service as of February 29, 2012 who have continuously renewed the service thereafter.
 - b. Effective February 29, 2012, this pricing structure is no longer available to any new users desiring to be added to the Core Research Service.
 - c. Renewals of existing 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.
 - d. Conversely, seat additions that increase or raise the aggregate to a new or higher seat quantity are no longer permitted. Additional seats that satisfy the aggregation requirements must be priced at the "existing" (prior) price level.
- C. The rates contained in the tables below reflect pricing to Clients using this agreement from May 1, 2018 through April 30, 2019. Thereafter pricing shall be in accordance with the then-current Gartner State & Local pricing in effect at the time of order.
- D. The determination of multi-user and single user pricing is done at the Individual Government Entity. The Individual Government Entity is defined as each local government organization procuring Gartner research Services. To qualify for multi-user pricing the Individual Government Entity must have more than one of any combination of Gartner research Services listed below.
- E. The determination of "current users" for the purpose of the receipt of "Renewal Services" pricing shall be those actual users of the applicable service as of the specified date shown below and have continuously renew the service thereafter:
 - a. Core Research license holders as of February 29, 2012.
 - b. IT Executive license holders as of April 30, 2016.

Agreement for Technology Advisory Services-Exhibit A
Ventura County-Gartner, Inc.

Effective May 01, 2018 to April 30, 2019

Gartner Service	Service Level	Annual Fee
RENEWAL SERVICES ²		
Core Research	Advisor	\$10,040
	Reference	\$5,180
Gartner for IT Executives	CIO Signature	\$99,800
	CIO	\$91,400 (S), \$81,300 (M)
	CIO Essentials	\$61,200 (S), \$54,700 (M)
	Delegate Add-on to CIO Signature (limited availability) ⁸	\$42,600
	IAS Advisor Add-on ³	\$10,200
NEW SERVICES		
Team Plus Solutions		
Executives Programs Leadership Team Plus ⁵	Leader	\$88,600
	Partner	\$73,000
	Partner Leader (must purchase Enterprise IT Leadership Team Plus Members)	\$73,000
	Delegate	\$46,400
	Delegate Leader (must purchase IT Leadership Team Plus Members)	\$46,400
	Advisor	\$34,700
	Advisor Leader (must purchase IT Leadership Team Plus Members)	\$34,700
	Cross Function	\$25,000
Executives Programs Leadership Team Plus with Industry ⁵ (One Industry)	Leader	\$96,300
	Partner	\$80,900
	Partner Leader (must purchase Enterprise IT Leadership Team Plus with Industry Members)	\$80,900
	Delegate	\$52,800
	Delegate Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	\$52,800
	Advisor	\$41,700
	Advisor Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	\$41,700
	Cross Function	\$27,900
Enterprise IT Leadership Team Plus ⁵	Leader	\$61,700
	Advisor	\$31,700
	Cross Function	\$19,200
Enterprise IT Leadership Team Plus with Industry ⁵ (One Industry)	Leader	\$69,000
	Advisor	\$37,800
	Cross Function	\$23,100

(Continue on next page)

Agreement for Technology Advisory Services-Exhibit A
Ventura County-Gartner, Inc.

(Continue from previous page)

Gartner Service	Service Level	Annual Fee
Industry Advisory Services Leadership Team Plus ⁵ (One Industry)	Leader	\$37,800
	Advisor	\$37,800
	Cross Function	\$23,100
IT Leadership Team Plus ⁵	Leader	\$31,700
	Advisor	\$31,700
	Cross Function	\$19,200
Team Solutions		
Executives Programs Leadership Team ⁶	Leader	\$81,300
	Partner	\$67,000
	Partner Leader (must purchase Enterprise IT Leadership Team Members)	\$67,000
	Delegate	\$42,600
	Delegate Leader (must purchase IT Leadership Team Members)	\$42,600
	Advisor	\$31,800
	Advisor Leader (must purchase IT Leadership Team Members)	\$31,800
	Cross Function	\$23,000
	Role	\$16,300
Executives Programs Leadership Team with Industry ⁶ (One Industry)	Leader	\$88,400
	Partner	\$74,200
	Partner Leader (must purchase Enterprise IT Leadership Team with Industry Members)	\$74,200
	Delegate	\$48,400
	Delegate Leader (must purchase Industry Advisory Services Leadership Team Members)	\$48,400
	Advisor	\$38,300
	Advisor Leader (must purchase Industry Advisory Services Leadership Team Members)	\$38,300
	Cross Function	\$25,600
	Role	\$18,100
Enterprise IT Leadership Team ⁶	Leader	\$56,700
	Advisor	\$29,200
	Cross Function	\$17,700
	Role	\$10,800
	Essentials	\$8,500

(Continue on next page)

Agreement for Technology Advisory Services-Exhibit A
Ventura County-Gartner, Inc.

(Continue from previous page)

Gartner Service	Service Level	Annual Fee
Enterprise IT Leadership Team with Industry ⁶ (One Industry)	Leader	\$63,300
	Advisor	\$34,700
	Cross Function	\$21,200
	Role	\$12,200
	Essentials	\$8,500
Industry Advisory Services Leadership Team ^{4,6} (One Industry)	Leader	\$34,700
	Advisor	\$34,700
	Cross Function	\$21,200
	Role	\$12,200
	Essentials	\$8,500
IT Leadership Team ^{4,6}	Leader	\$29,200
	Advisor	\$29,200
	Cross Function	\$17,700
	Role	\$10,800
	Essentials	\$8,500
Gartner for Marketing Leaders Team (limited availability) ⁸	Leader	\$37,000
	Advisor	\$37,000
	Reference	\$13,000
Individual Solutions		
Executives Programs Individual Solutions	Member	\$89,700 (S), \$79,700 (M)
	Member Basic	\$61,200 (S), \$54,700 (M)
	Two Onsite Meetings Add-on ⁸	\$16,000
Executives Programs Individual Solutions with Industry Advisory Services (One Industry)	Member	\$96,400 (S), \$86,600 (M)
	Member Basic	\$68,100 (S), \$61,800 (M)
	Two Onsite Meetings Add-on ⁸	\$16,000
Enterprise IT Leaders	Advisor	\$67,700 (S), \$56,700 (M)
	Two Onsite Meetings Add-on ⁸	\$16,100
Industry Advisory Services ⁴ (One Industry)	Advisor	\$44,800 (S), \$34,700 (M)
	Reference	\$30,200 (S), \$20,600 (M)
Gartner for IT Leaders ⁴	Advisor	\$39,500 (S), \$29,200 (M)
	Reference	\$27,600 (S), \$17,100 (M)
Core Connect	Advisor	\$35,600 (S), \$25,500 (M)
	Reference	\$23,700 (S), \$13,400 (M)
Gartner for Marketing Leaders (limited availability) ⁸	Advisor	\$44,400 (S), \$37,000 (M)
Multi-users Solutions		
Gartner for Technical Professionals ⁷ (Per Agency)		
Gartner for Technical Professionals Department	Advisor	\$112,200
	Reference	\$75,500
Gartner for Technical Professionals Team (limited availability) ⁸	Advisor	\$53,300

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Agreement for Technology Advisory Services-Exhibit A
Ventura County-Gartner, Inc.

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Gartner Service	Service Level	Annual Fee
Gartner for Technical Professionals for Agency with less than 12k Employees	Advisor	\$112,200
	Reference	\$75,500
Gartner for Technical Professionals SMB for Agency with less than 4k Employees	Advisor	\$56,700
	Reference	\$37,700
Gartner for Technical Professionals for Higher Education University/College ^{7,8} (per designated campus)	Advisor	\$56,700
	Reference	\$37,700
Value-add Services		
Strategic Advisory Services	Internal	\$15,200
	Remote	\$7,500
Event Tickets ⁹	2018 Symposium	\$4,425
	2018 Summit (BI, Data Center, or Security)	\$3,050
	2018 Summit (excludes BI, Data Center, Security)	\$2,550
	2018 Catalyst	\$3,050
	2019 Symposium	TBD
	2019 Summit (BI, Data Center, or Security)	TBD
	2019 Summit (excludes BI, Data Center, Security)	TBD
	2019 Catalyst	TBD

CONDITIONS:

1. "(S)" is single-user pricing and applies to a buying center that has one individual license; "(M)" is multi-user pricing and 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.
2. The determination of "current users" for the purpose of the receipt of "Renewal Services" pricing shall be those actual users of the applicable service as of the specified date shown below and continuously renew the service thereafter:
 - a. Core Research license holders as of February 29, 2012.
 - b. IT Executive license holders as of April 30, 2015.
3. Industry Advisory Services Add-on must be coterminous with the base IT Executives license and requires the purchase of the same Industry Add-on license for each user within the IT Executives license (CIO Signature must purchase for the Member and each Delegate).
4. Core Research to Gartner for IT Leaders or Industry Advisory Services promotional migration options may be available. Please check with your Gartner Account Executive for details.
5. 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.

Agreement for Technology Advisory Services-Exhibit A Ventura County-Gartner, Inc.

6. 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. Executive Programs Leadership Team Essentials is limited to select markets and may only consist of one (1) Team Leader and up to ten (10) Team Essentials Members per Team (other Team Member types are not permitted); contact your Account Executive for availability in your area. 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.

7. Gartner for Technical Professionals services require a minimum spend on Gartner licenses. For government agencies of 4,000 employees or less the minimum spend in Gartner licenses is \$30,400, for agencies over 4,000 employees it's \$60,800. For a distinct university or college the minimum spend in Gartner licenses is \$30,400.

8. These products have limited availability and/or eligibility requirements. Please check with your Gartner Account Executive before ordering

9. Ticket prices apply to orders received by December 31st of the Event year as indicated. For example, Symposium 2018 Unit Price applies to orders received on or before December 31, 2018. 2019 ticket prices have not been released; please check with account representatives for pricing at the time of purchase for 2019 ticket pricing.

10. 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 (T for C). The pricing for Year 2 and Year 3 will be listed on the completed Enrollment Form. Year 1 will be listed in the Enrollment Form Order Schedule above; Year 2 and Year 3 will be listed at the bottom of the Enrollment Form. The order will contain the following terms:

(a) This is a promotional offer for a [insert desired number of years] year, non-cancellable term. Upon Year [0] Contract Term End Date any additional or renewal purchases shall be at the then-current Gartner – Ventura County price.

(b) Notwithstanding subsection (a) above, Client may terminate Years [2 and/or 3] of this enrollment form, upon at least thirty days prior written notice, in the event Client does not receive appropriated funds from its funding authority, as a result of ordering activity cut-backs. However, if in the event the Client invokes its termination right herein, Client may not re-order the Service at the migration price but will be subject to Gartner's then-current Ventura County pricing.

11. Upon request, Gartner Account Executive can provide a price quote for an initial subscription period for limited periods in excess of twelve (12) months (i.e. 13 – 15 months) to align new subscribers with this Agreement's annual renewal/refresh cycle.

Agreement for Technology Advisory Services-Exhibit A
Ventura County-Gartner, Inc.

2) Service Descriptions

The following is a list of Service Descriptions which describe the Services being purchased pursuant to this Exhibit A.

Service Name/ Level of Access	Service Description URL
RENEWAL SERVICES	
Core Research	
Core Research Advisor	http://www.gartner.com/it/sd/sd_core_advisor.pdf
Core Research Reference	http://www.gartner.com/it/sd/sd_core_reference.pdf
IT Executives	
CIO Signature	http://www.gartner.com/it/sd/sd_ite_cio_sig.pdf
CIO	http://www.gartner.com/it/sd/sd_ite_cio.pdf
CIO Essentials	http://www.gartner.com/it/sd/sd_ite_cio_essentials.pdf
Delegate add-on	http://www.gartner.com/it/sd/sd_ite_cio_sig_addl_delegate_addon.pdf Availability of service is limited. Please contact account executive for service description before ordering.
IAS Advisor Add-on	http://www.gartner.com/it/sd/sd_iasq_advisor_ite.pdf
Team Plus Solutions	
Executive Programs Leadership Team Plus	
Team Plus Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_leader.pdf
Delegate	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
Partner	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
Advisor	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)	
Team Plus Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_leader.pdf
Delegate	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
Partner	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
Advisor	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

Agreement for Technology Advisory Services-Exhibit A
Ventura County-Gartner, Inc.

Enterprise IT Leadership Team Plus	
Team Plus Leader	http://www.gartner.com/it/sd/sd_eitl_team_plus_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_eitl_team_plus_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_plus_cf_member.pdf
Enterprise IT Leadership Team Plus with Industry (One Industry)	
Team Plus Leader	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_cf_member.pdf
Industry Advisory Services Leadership Team Plus (One Industry)	
Team Plus Leader	http://www.gartner.com/it/sd/sd_ias_team_plus_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ias_team_plus_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ias_team_plus_cf_member.pdf
IT Leadership Team Plus	
Team Plus Leader	http://www.gartner.com/it/sd/sd_itl_team_plus_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_itl_team_plus_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_itl_team_plus_cf_member.pdf
Team Solutions	
Executive Programs Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_ep_team_leader.pdf
Delegate	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	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	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	http://www.gartner.com/it/sd/sd_ep_team_cf.pdf
Role	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	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	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	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	http://www.gartner.com/it/sd/sd_ep_team_industry_role.pdf

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Ventura County-Gartner, Inc.

Enterprise IT Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_eitl_team_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_eitl_team_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_eitl_team_role_member.pdf
Essentials	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	http://www.gartner.com/it/sd/sd_eitl_team_industry_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_industry_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_eitl_team_industry_role_member.pdf
Essentials	http://www.gartner.com/it/sd/sd_eitl_team_industry_essentials_member.pdf
Industry Advisory Services Leadership Team (One Industry)	
Leader	http://www.gartner.com/it/sd/sd_ias_team_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ias_team_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ias_team_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_ias_team_role_member.pdf
Essentials	http://www.gartner.com/it/sd/sd_ias_team_essentials_member.pdf
IT Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_itl_team_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_itl_team_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_itl_team_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_itl_team_role_member.pdf
Essentials	http://www.gartner.com/it/sd/sd_itl_team_essentials_member.pdf
Gartner for Marketing Leaders Team	
Leader	http://www.gartner.com/it/sd/sd_ml_team_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ml_team_advisor_member.pdf
Reference	http://www.gartner.com/it/sd/sd_ml_team_reference_member.pdf
Individual Solutions	
Executive Programs Individual Solutions	
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 Onsite Meetings Add-on	http://www.gartner.com/it/sd/sd_ep_2_addl_meetings.pdf Availability of service is limited. Please contact account executive for service description before ordering.

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Executive Programs Individual Solutions with Industry Advisory Services (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 Onsite Meetings Add-on	http://www.gartner.com/it/sd/sd_ep_2_addl_meetings.pdf Availability of service is limited. Please contact account executive for service description before ordering.
Enterprise IT Leaders	
Advisor	http://www.gartner.com/it/sd/sd_eitl_indiv.pdf
Two Onsite Meetings Add-on	http://www.gartner.com/it/sd/sd_eitl_2_onsite_meetings_addon.pdf Availability of service is limited. Please contact account executive for service description before ordering.
Industry Advisory Services (One Industry)	
Advisor	http://www.gartner.com/it/sd/sd_iasg_individual_advisor.pdf
Reference	http://www.gartner.com/it/sd/sd_iasg_reference.pdf
Gartner for IT Leaders	
Advisor	http://www.gartner.com/it/sd/sd_itl_individual_advisor.pdf
Reference	http://www.gartner.com/it/sd/sd_itl_reference.pdf
Core Connect	
Core Connect Advisor	http://www.gartner.com/it/sd/sd_core_connect_advisor.pdf
Core Connect Reference	http://www.gartner.com/it/sd/sd_core_connect_reference.pdf
Gartner for Marketing Leaders Team	
Advisor	http://sd.gartner.com/sd_ml_indiv_access_advisor.pdf
Multi-users Solutions	
Gartner for Technical Professionals (Per Agency)	
GTP Department Advisor	http://www.gartner.com/it/sd/sd_techpro_advisor_dept.pdf
GTP Department Reference	http://www.gartner.com/it/sd/sd_techpro_reference_dept.pdf
GTP Advisor Team	http://www.gartner.com/it/sd/sd_techpro_advisor_team.pdf
GTP Advisor SMB for Agency with less than 4,000 Employees	http://www.gartner.com/it/sd/sd_techpro_advisor_smb.pdf
GTP Reference SMB for Agency with less than 4,000 Employees	http://www.gartner.com/it/sd/sd_techpro_reference_smb.pdf
GTP Advisor for Agency with 4,000 to 12,000 Employees	http://www.gartner.com/it/sd/sd_techpro_advisor_ea.pdf
GTP Reference for Agency	http://www.gartner.com/it/sd/sd_techpro_reference_ea.pdf

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Ventura County-Gartner, Inc.

with 4,000 to 12,000 Employees	
Gartner for Technical Professionals for Higher Education University/College (per Student 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
Value-add Services	
Strategic Advisory Services	
Strategic Advisory Services - Internal	http://www.gartner.com/it/sd/sd_sas_internal.pdf
Strategic Advisory Services - Remote	http://www.gartner.com/it/sd/sd_sas_remote.pdf
Events	
Symposium Ticket	http://www.gartner.com/it/sd/sd_symp_event_ticket.pdf
Summit (Theme)Ticket	http://www.gartner.com/it/sd/sd_summit_event_ticket.pdf
Catalyst Ticket	http://www.gartner.com/it/sd/sd_catalyst_event_ticket.pdf

Exhibit B - Service Agreement Enrollment Form

Gartner, Inc. Service Agreement for [REDACTED] ("Client")

This Service Agreement ("SA") is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 ("Gartner") and Client of <Insert Client Company Address> ("Client"), and includes the Master Client Agreement #4667 between Gartner and Ventura County California dated 01 May 2003 the terms of which are incorporated by reference, to include 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 in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any applicable 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.