

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.48
(ID # 6985)

MEETING DATE:

Tuesday, June 26, 2018

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND Assessor-County Clerk-Recorder (ACR), Department of Public Social Services (DPSS), Riverside University Health System (RUHS) :

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approval of the Agreement with Gartner, Inc. for Information Technology Research Subscription Services Without Securing Competitive Bids from July 1, 2018 to June 30, 2019. [All Districts]; [Total cost \$278,100, Riverside County Information Technology (RCIT), Department of Public Social Services (DPSS), Riverside University Health System (RUHS), and Assessor-County Clerk-Recorder (ACR) operating budgets].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the agreement with Gartner, Inc. for information technology research subscription services, without securing competitive bids, for \$278,100, from July 1, 2018 through June 30, 2019 and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding, and as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement.

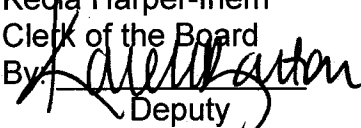
ACTION: Policy


Jim Smith, Chief Technology Officer 6/19/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 26, 2018
xc: RCIT, ACR, DRSS, RUHS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 278,100	\$ 278,100	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT, DPSS, RUHS and ACR operating budgets			Budget Adjustment: No	
			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

RCIT has utilized Gartner's core research services for independent analysis on new technology and technology directions, such as Social Networking, Constituent Relationship Management (CRM), Cloud Computing, Converged Networks and other emerging technologies. The availability of their expertise in these areas has assisted RCIT with the development of technology strategies, standards, and guidelines. Gartner also provides industry technical experts capable of assisting organizations with vendor selections and assists organizations in making effective decisions and selections in a market where technology and communication providers continue to be volatile.

Impact on Residents and Businesses

Gartner's service will improve the quality of RCIT's technical support.

Additional Fiscal Information

Cost Summary - Below is recap of the annual cost per department for Gartner subscriptions. The contingency will provide all county departments the opportunity to purchase and enter new enrollments and/or allow the departments listed below the ability to increase membership services.

Department	Service/Subscription	Annual Fee
RCIT	(1) IT Leadership Team Leader & (5) IT Leadership Team Essentials	\$ 71,700
RUHS	(1) IT Leadership Team Leader & (1) IT Leadership Team Essentials	\$ 37,700
ACR	(1) IT Leadership Team Leader License	\$ 29,200
DPSS	(1) Industry Advisory Services Leadership License	\$ 39,500
	Subtotal	\$178,100
	Contingency - Option to add on support/new subscriptions for departments	\$100,000
	Total	\$278,100

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Contract History and Price Reasonableness

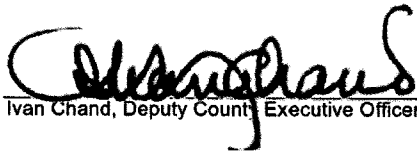
In the Fall of 2003, the California County Information Services Directors Association (CCISDA) went out to RFP for Industry Research firms to award to all responsible vendors. This was done in effort to obtain lower pricing through a consolidating government-purchasing vehicle. The original contract was awarded to Gartner in May 2004, and was intended for City, County and other local government entities and resulted in a 7% discount off Gartner's retail pricing.

The Board of Supervisors approved the purchase of Gartner, Inc., services on May 1, 2013, (agenda item 3-22) for RCIT and the Assessor-County Clerk-Recorder, followed by December 2, 2014 (agenda item 3-11) for DPSS. On April 26, 2016 (agenda item 3-39) was approved to renew a new agreement to consolidate Assessor-County Clerk-Recorder, Department of Public Social Services, and Riverside University Health System departments onto a single agreement. The new agreement includes the same departments, but at a lower level of service to reduce cost.

Previously, the County of Ventura administered renewals on behalf of participating counties and local government entities, but this year, the County of Ventura will no longer be doing so. Therefore, invoicing and payments will be handled directly through Gartner, saving a 2.5% administrative fee. In addition, the level of services being purchase this year, has been reduced \$259,700 from the original quote to \$178,100 for a further cost savings of \$81,600.

ATTACHMENTS:

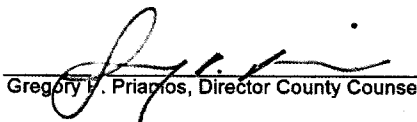
**Research and Advisory Service Agreement
Sole Source Justification**


Ivan Chand, Deputy County Executive Officer

6/20/2018


Tina Grande, Assistant Purchasing Director

6/19/2018


Gregory V. Priapos, Director County Counsel

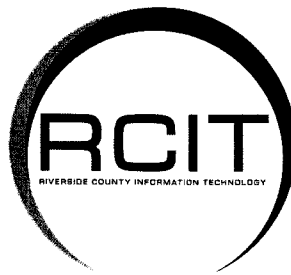
6/20/2018


Jim Smith, Chief Technology Officer

6/19/2018

DAVE ROGERS
Chief Information Officer

JIM SMITH
Chief Technology Officer



LOUIS RAJA ARUL DOSS, ACIO
Enterprise Applications Bureau
PATRICK ELLIANO, ACIO
Converged Communications Bureau
GIL MEJIA, ACIO
Technology Services Bureau

From: Dave Rogers, Chief Information Officer **Date:** June 13, 2018
To: Board of Supervisors/Purchasing Agent
Via: RCIT, Procurement Contract Specialist
Subject: Sole Source Procurement for Gartner, Inc. for Information Technology Research Subscription Services

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Gartner, Inc.
2. **Vendor ID:** 0000000467
3. **Single Source** **Sole Source**
4. **Supply/Service being requested:**
Information Technology Research Subscription Services
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** RCIT has utilized Gartner's core research services for independent analysis on new technology and technology directions such as Social Networking, Constituent Relationship Management (CRM), Cloud Computing, Converged Networks and other emerging technologies. The availability of their expertise in these areas has assisted RCIT with the development of technology strategies, standards, and guidelines. Gartner also provides industry technical experts capable of assisting organizations in their vendor selections and assists organizations in making effective decisions and selections in a market where technology and communication providers continue to be volatile.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**
Gartner provides industry technical experts that assist organizations in their vendor selections. Their services help organizations make effective decisions and selections in a market where technology and communication providers continue to be volatile.
7. **Period of Performance:** From: 7/1/2018 to 6/30/19

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

8. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY18/19	Total
One-time Costs:		
<i>Subscription</i>	\$178,100	
<i>Contingency</i>	\$100,000	
Ongoing Costs:		
Total Costs		\$278,100

9. **Price Reasonableness:**

In the Fall of 2003, the California County Information Services Directors Association (CCISDA) went out to RFP for Industry Research firms to award to all responsible vendors. This was done in effort to obtain better volume pricing through consolidating government-purchasing vehicle. The original contract was awarded to Gartner in May 2004 and was intended for City, County and other local government entities. The County of Riverside took advantage of the contract award for lower pricing, representing a 7% discount off Gartner's retail pricing. The contract award has been renewed by CCISDA under Amendment No. Fifteen (15) as of January 9, 2018 by and between Gartner and the County of Ventura. In addition to RCIT, the consolidated agreement will include: Assessor-County Clerk-Recorder, Department of Public Social Services, and Riverside University Health System as additional users.

This year the County of Ventura will no longer be administering renewals on behalf of participating counties and local government entities. Therefore, invoicing and payments will be handled directly through Gartner, saving a 2.5% administrative fee. In addition, the level of services being purchase this year, has been reduced from \$259,700 from the original quote to \$178,100 for a further cost savings \$81,600.00.

Cost Summary - Below is recap of the annual cost per department for Gartner subscriptions. The contingency will provide departments the opportunity to purchase and enter new enrollments and/or allow the departments listed below the ability to increase membership services.

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DPSS	(1) Industry Advisory Services Leadership License	\$ 39,500.00
	Subtotal	\$178,100.00
	Contingency - Option to add on support/new subscriptions for departments	\$100,000.00
	Total	\$278,100.00

10. Projected Board of Supervisor Date (if applicable): June 19, 2018

Jim Smith

6-12-18

Dave Rogers, Chief Information Officer

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 278,100

One time

Annual Amount through 6/30/19

(Date)

Mark Mitchell

6/13/18

18-223

Purchasing Agent

Date

Approval Number

(Reference of Purchasing Documents)

List Attachments:

RESEARCH and ADVISORY SERVICE AGREEMENT

between

COUNTY OF RIVERSIDE

and

GARTNER, INC.



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This Agreement, made and entered into this ____ day of June 26, 2018, by and between Gartner, Inc., a Delaware corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide the COUNTY with access to the subscription based Research and Advisory Services ("Services") listed in Exhibit A.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation.

2. Period of Performance

2.1 The subscription period for Services listed in Exhibit A shall be one (1) year. The subscription period will be from July 1, 2018 thru June 30, 2019. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed in accordance with the subscription fees listed in Exhibit A at \$178,100 for one year and not to exceed \$278,100 which includes a \$100,000 contingency for additional County of Riverside departments other than the Riverside County Information Technology Department that may require similar services for research.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR

pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

4.3 This Agreement is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

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

4.5 County Confidential Information: CONTRACTOR agrees to keep confidential any COUNTY-specific information communicated by COUNTY to CONTRACTOR in connection with this Agreement that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by CONTRACTOR; (3) entered the public domain through no fault of CONTRACTOR subsequent to COUNTY's communication to CONTRACTOR; (4) is in CONTRACTOR's possession free of any obligation of confidence at the time of COUNTY's communication to CONTRACTOR; or (5) is communicated by the COUNTY to a third party free of any obligation of confidence. Additionally, CONTRACTOR may disclose such information to the extent required by legal process.

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

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

4.8 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties only.

5. **RESERVED**

6. **RESERVED**

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **RESERVED**

9. **Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed

by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

10. RESERVED

11. Disputes

11.1 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment,

and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

16. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
Riverside County Information Technology
3450 14th Street, Fourth Floor
Riverside, CA 92501
Joseph Angelone
Sr. Procurement Contract Specialist
Email: RCIT-AcctsPayable@rivco.org

CONTRACTOR

Gartner, Inc
12651 Gateway Blvd
Fort Myers, FL 33913
Phillips A. Cummings
Corporate Counsel
Email: americas.contracts@gartner.com

17. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

18. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

19. Hold Harmless/Indemnification

19.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way third party claims relating to this Agreement, and caused by CONTRACTOR'S gross negligence or willful misconduct, including a claim that the Services infringe upon any third party intellectual property right. CONTRACTOR shall have no obligation under this section for a claim of infringement to the extent it is based on any unauthorized modification of the Services.

19.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

19.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

19.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

20. Insurance

20.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

No vehicle liability insurance coverage required as the service is a research tool.

D. Professional Liability.

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall provide COUNTY with an accord evidencing its acquisition of required insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

6) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

21. General

21.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

21.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

21.3 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

21.4 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. If there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

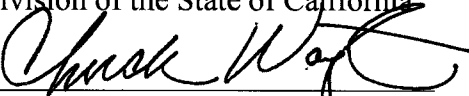
21.5 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

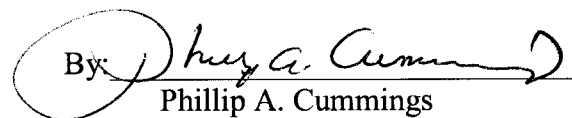
21.6 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

GARTNER, INC. a Delaware corporation

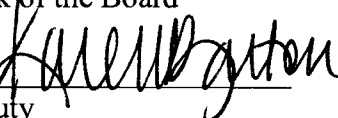
By: 
Chuck Washington, Chairman
Board of Supervisors

By: 
Phillip A. Cummings
Corporate Counsel

Dated: JUN 26 2018

Dated: 15 June 2018

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel


By: 
Susanna Oh
Deputy County Counsel

EXHIBIT A

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by COUNTY in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. CONTRACTOR may periodically update the names and the deliverables for each Service. If COUNTY 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 Agreement may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this Agreement in hard copy, and are incorporated by reference into this Agreement.

<u>Service Name</u>	<u>Level of Access</u>	<u>Qty</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Year 1 Annual Fee \$</u>	<u>Total Fee \$</u>
IT Leadership Team	Leader	2	Louis Raja Arul Doss, Darin Del Pizzo	7/1/2018	6/30/2019	\$29,200	\$58,400
IT Leadership Team	Essentials	6	Regina Funderburk, Patrick Elliano, Bob Cheong, Vikram Kumar, TBD, Gil Mejia	7/1/2018	6/30/2019	\$8,500	\$51,000
IT Leaders	Individual Access Advisor	1	Chris Veal,	7/1/2018	6/30/2019	\$29,200	\$29,200
Industry Advisory Services Individual Access	Advisor	1	Marcus Maltese	7/1/2018	6/30/2019	\$39,500	\$39,500
				Total Services:	(Excluding applicable sales tax)		\$178,100

Minimum IT Leadership Team includes three (3) Team Members in addition to the Team Leader. The above non-standard configuration is limited to terms of this agreement only.

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
IT Leadership Team / Leader	http://www.gartner.com/it/sd/sd_itl_team_leader.pdf
IT Leadership Team / Essentials	http://www.gartner.com/it/sd/sd_itl_team_essentials_member.pdf
IT Leadership Industry Advisory Services / Advisor	http://www.gartner.com/it/sd/sd_iasg_individual_advisor.pdf

IT Leader Individual Access Advisor	http://sd.gartner.com/sd_itl_individual_advisor.pdf
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3. PAYMENT TERMS

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

Please attach any required Purchase Order ("**PO**") to this Agreement and enter the PO number below. If an annual PO is required for multi-year contracts, COUNTY 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 Agreement may be signed in counterparts.