

AMENDMENT NO. 1
TO LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE AND
(GARTNER, INC., Contract No. C21-0343)

This Amendment No. 1 (“Amendment”) to the Linking Agreement (“Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and GARTNER, INC., a Delaware Corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and GARTNER, INC. (“Contractor”) previously entered into a Linking Agreement, Contract No. C21-0343, dated April 27th, 2021 (“Agreement”); and
- B. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is unchanged.
3. **Scope of Work.** The Scope of Work remains unchanged.
4. **Compensation.** The total purchase price for the supplies and/or services purchased under this Agreement shall be increased from \$75,000 to an amount not to exceed one hundred and fifty-five thousand dollars (\$155,000) to cover services being provided by Contractor from May 1, 2022 to April 30, 2023.
5. **Insurance Certificate.** Current certificate will expire on 4/30/2022 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Gartner, Inc.

DocuSigned by:
Ashley Beluch
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By: Ashley Beluch

Its: Senior Contracts Specialist

4/29/2021

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AB

Gartner, Inc. Service Agreement for CITY OF GLENDALE (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 5850 W GLENDALE AVE, Glendale, AZ 85301-2599. (“Client”), and includes the Master Client Agreement (CTR053240) between Gartner or Gartner’s parent or affiliate and Client or Client’s parent or affiliate dated JAN-2021 the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

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

| <u>Service Name</u> | <u>Level of Access</u> | <u>Quantity</u> | <u>Name of User to be Licensed</u> | <u>Contract Term Start Date</u> | <u>Contract Term End Date</u> | <u>Annual Fee USD</u> | <u>Total Fee USD</u> |
|---------------------|--------------------------------------|-----------------|------------------------------------|---------------------------------|-------------------------------|-----------------------|----------------------|
| IT News and Insight | Subscription - IT Team Access | 5 | TBD | 01-MAY-2022 | 30-APR-2023 | | |
| Executive Programs | Member Basic for Midsize Enterprises | 1 | Feroz Merchhiya | 01-MAY-2022 | 30-APR-2023 | | |
| | | | | Term Total | (Excluding applicable taxes) | | \$70,436.00 |
| | | | | Total Services: | (Excluding applicable taxes) | | \$70,436.00 |

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Please note, the purchase of the Executive Program (EXP) Member Basic product via this Agreement is limited to existing EXP Member Basic license holders. As a result of the retirement of EXP Member Basic, Client will instead be provided access to the Gartner Executive Program Member Basic for Midsize Enterprise.

2. SERVICE DESCRIPTIONS:

| <u>Service Name/ Level of Access</u> | <u>Service Description URL</u> |
|---|---|
| Executive Programs Member Basic for Midsize Enterprises | http://sd.gartner.com/sd_ep_team_member_basic_mse.pdf |
| IT News and Insight Subscription - IT Team Access | http://sd.gartner.com/sd_it_news_insight.pdf |

3. PAYMENT TERMS

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

Please attach any required Purchase Order (“PO”) to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO’s are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Tel. No.

Invoice Recipient Name

Invoice Recipient Email

5. AUTHORIZATION

Client:
CITY OF GLENDALE

Gartner, Inc.

Feroz Merchhiya

Signature

DocuSigned by:
Ashley Beluch
3C6861B4DAC2436...

4/25/2020
Date

Signature
April 27, 2022

Date

Feroz Merchhiya
Print Name

Ashley Beluch

Print Name

CIO
Title

Senior Contracts Specialist
Title