



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: IB**

<b>Title:</b>	Recommendation to Approve an Agreement with Gartner Consulting to Provide Information Technology Research and Consulting Services for \$42,200
<b>Presenter:</b>	Larry Gunderson, Director of Information Systems

**Meeting:** City Council

**Date:** December 7, 2020

Proposed Cost: \$42,200

Budgeted Amount: \$

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

For the past two years the Information Systems Department has utilized Gartner Consulting’s IT research, advisory and contract review services to provide support for many of its initiatives. In particular, Gartner provided exceptional value by validating the costs for the purchase of network equipment, reviewing the City’s request for proposal for enterprise software applications and providing recommendations for technical standards. Gartner also provided timely support for the development of policy and technology planning for pandemic response.

For FY 21 IS staff are recommending a new one-year agreement with Gartner Consulting to continue to provide their research and advisory services. As a result, it is expected that Gartner will enable the City to realize savings in its upcoming purchase of data storage and computer servers, in addition to providing ongoing policy and technology planning support.

In order to minimize the impact to the budget, the Gartner services that the Information Systems Department will be utilizing will be reduced from previous years. This will allow a cost reduction of over 30% from the previous annual contract, without a significant reduction in scope. To fund the contract, budget will be utilized from unused funds for other technology support services.

Because of Gartner’s unique position as an independent, global technology research company, no other consulting firm provides similar services. As a result, this will be a sole source procurement.

**Attachments** *(please list):*

Gartner Service Agreement

**Recommendation/Suggested Action** *(briefly explain):*

Recommend approval of an agreement with Gartner Consulting for information technology research and consulting services for \$42,200.

## Gartner, Inc. Service Agreement for CITY OF ST CHARLES (“Client”)

This Service Agreement (“SA”), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement 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 2 East Main St, Saint Charles, IL 60174 (“Client”) for the Services (as defined below). 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>
Gartner for IT Leaders	Individual Access Advisor	1	Larry Gunderson	01-JAN-2021	31-DEC-2021	\$42,200.00	\$42,200.00
				Term Total	(Excluding applicable taxes)		\$42,200.00
				Total Services:	(Excluding applicable taxes)		\$42,200.00

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### 2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for IT Leaders Individual Access Advisor	<a href="http://sd.gartner.com/sd_itl_individual_advisor.pdf">http://sd.gartner.com/sd_itl_individual_advisor.pdf</a>

### 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](mailto: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 ST CHARLES**

**Gartner, Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

## General Terms

1. This SA for subscription-based research and related services (the “**Services**”) 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.

2. **Ownership and Use of the Services** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “**Licensed User**”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Gartner Usage Policy*, which is accessible to all Licensed Users via the “Policies” section of [gartner.com](http://gartner.com). Among other things, the *Gartner Usage Policy* describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 30 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of 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; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

5. **Data Protection.** In performing its obligations under this SA, Gartner and Client will each comply with all applicable data privacy legislation. In providing the services Gartner shall comply with its global privacy policy available at [gartner.com/privacy](http://gartner.com/privacy).

## 6. Miscellaneous

(a) **Assignability.** This SA and the rights granted to Client 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.

(b) **Arbitration.** Any unresolved dispute under this SA shall be decided by arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.

(c) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Connecticut, without reference to its conflict of law principles.

(d) **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.

(e) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(f) **Surviving Clauses.** Sections 3, 4, 5 and 6 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

**SERVICE DESCRIPTION**  
**Attachment to the Service Agreement**  
**GARTNER FOR IT LEADERS**  
**INDIVIDUAL ACCESS ADVISOR**

Gartner for IT Leaders Individual Access Advisor (the “Service”) provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles.

**DELIVERABLES**

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

- Core IT Research
- Role-Specific IT Research
- Best practice and decision support content
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Webinars
- Peer Networking
- Talking Technology Series
- Individual Inquiry
- IT Summit Conference Ticket

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**ADDITIONAL USAGE INFORMATION**

Participation in inquiry calls is limited to the Licensed User(s) and the Gartner research advisor only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call).

The Gartner IT Summit Conference Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner IT Summit Conference as specified in the Ticket Letter emailed to Client. An IT Summit Ticket may also be used to register for a Catalyst Conference. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner conferences during the contract term of that Research offering. Tickets are transferable within the Client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) client employee and may not be used for admission to any Gartner conference other than IT Summit or Catalyst.

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

Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of [gartner.com](http://gartner.com).