

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Client”) and **GARTNER, INC.**, a Delaware corporation, registered to do business in Colorado, whose address is PO BOX 911319 DALLAS, Texas, 75391-1319 (“Contractor” or “Gartner”), jointly “the parties.”

### RECITALS

**WHEREAS**, the City is desirous of engaging a technology service company in memberships to Gartner’s Executive, IT Leadership Team Leader and Technical Professionals Programs; and

**WHEREAS**, the Contractor has agreed to provide said services under the terms and conditions as set out below.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The recitals set forth above are incorporated herein.

1. **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 the Service Agreement (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. 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 organisation, and quote or excerpt from the Services externally.
2. **RIGHTS AND LICENSE IN AND TO DATA**
  - 2.1 The parties agree that as between them, all rights in and to City data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use City data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
  - 2.2 This Agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the Agreement.
3. **DATA PRIVACY**
  - 3.1 Contractor will use City data only for the purpose of fulfilling its duties under this Agreement and for City’s sole benefit and will not share City data with or disclose

it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use City data for Contractor's own benefit and, in particular, will not engage in "data mining" of City data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.

- 3.2 Contractor will provide access to City data only to those Contractor employees, contractors and Subcontractors ("Contractor Staff") who need to access the City data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the City data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the City data they will be handling.
- 3.3 Contractor may provide City data to its agents, employees, assigns, and Subcontractors as necessary to perform the work, but shall restrict access to Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the City upon execution of the nondisclosure provisions if requested by the City.

4. **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.** Contractor will comply with all applicable laws in performing the services under this Agreement. Any Contractor personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Contractor upon request.

4. **WARRANTIES, REPRESENTATIONS AND COVENANTS** Contractor represents and warrants that it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Agreement.

~~a) The City warrants that Contractor's use of any materials furnished by the City in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. (b) Contractor warrants that the Deliverables, in the form provided to the City, do not infringe any copyright, trademark, trade secret or other right of any third party. (c) EXCEPT AS OTHERWISE SET FORTH HEREIN, ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. CONTRACTOR DISCLAIMS~~

ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE CITY.

**5. CONFIDENTIALITY**

- 5.1 Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all City data, unless the City data are publicly available. Contractor shall not, without prior written approval of the City, use, publish, copy, disclose to any third party, or permit the use by any third party of any City data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the City. Contractor shall provide for the security of all Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Contract as an Exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Agreement as an Exhibit if applicable.
- 5.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

5.3 The Receiving Party will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement. The Receiving Party shall not disclose City data or Confidential Information to Subcontractors unless such Subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

6. **COLORADO OPEN RECORDS ACT.** The parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

7. **ORDERING OF SERVICES:** The City shall order Services by executing Service Agreements provided by Gartner which shall include a description of the specific Services to be provided (the "Service Descriptions"), the term of Client's license for such Services, and the fees payable by Client.

8. **TERM:** The term of the Agreement is from January 1, 2022 through December 31, 2026.

9. **COMPENSATION AND PAYMENT:**

9.1 Fee: The fee for the technology related services shall be paid pursuant to the terms of this Agreement, the Service Agreement and City's Prompt Payment Ordinance.

9.2 Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed or incurred hereunder for the provision of the Service(s).

9.3 Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

9.4 Maximum Agreement Liability:

9.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION SIX HUNDRED FIFTY SIX THOUSAND FIVE HUNDRED NINETY DOLLARS AND NINETY-NINE CENTS** (\$1,656,590.99) (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor's risk and without authorization under the Agreement.

9.4.2 The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**10. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**11. TERMINATION:**

11.1 The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

11.2 Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

11.3 Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily

performed as described in the Agreement and shall refund to the City any prepaid cost or expenses.

12. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.
13. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.
14. **INSURANCE:** N/A
15. **DEFENSE AND INDEMNIFICATION:**
  - 15.1 Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees ("Indemnified Parties") for, from and against all third-party liabilities, claims, judgments, suits or demands for damages to persons or tangible real or personal property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its Subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
  - 15.2 Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

- 15.3 Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- 15.4 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- 15.5 Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Service, software, or work product provided by Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a US patent, copyright, trademark, trade secret, or any other intellectual property right.
- 15.6 Upon notification of a claim against City alleging any Contract Deliverable infringes a copyright, patent or trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against City. Contractor will not indemnify City however, if the claim of infringement is caused by (1) City's misuse or modification of the Deliverable; (2) City's failure to use corrections or enhancements made available by Contractor; (3) City's use of the Deliverable in combination with any product or information not owned or developed by Contractor (4) Information direction, specification or materials provided by City. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either: (a) procure the right for City to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to City the fees paid for such Deliverable.
- 15.7 Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability resulting from claims for indemnification, for personal injury or death or for damage to property caused by the negligence or willful misconduct of Contractor or its employees, Contractor's total liability arising out of this Agreement and the provision of the Services shall be limited to the three times the annual fees paid by the City to the Contractor .
- 15.7 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).
17. **TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.
18. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, Subcontractor or assign.
19. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
20. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
21. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** Except for the functional requirements provided in response to an RFP and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, the Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
22. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or



unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**23. CONFLICT OF INTEREST:**

23.1 No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

23.2 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**24. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Chief Information Officer or Designee  
201 West Colfax Avenue, Dept. 301  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**25. DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established

by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

26. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
27. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
28. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.
29. **LEGAL AUTHORITY**: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
30. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
31. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

32. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
33. **INUREMENT:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
34. **TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
35. **FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.
36. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.
37. **CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.
38. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
39. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the

ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

40. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
  
41. **PAYMENT OF CITY MINIMUM WAGE**: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**ATTACHED EXHIBITS**  
**EXHIBIT A-PRICING**

**Contract Control Number:** TECHS-202160570-00  
**Contractor Name:** GARTNER INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

TECHS-202160570-00  
GARTNER INC

By: DocuSigned by:  
*Scott Lyon* \_\_\_\_\_  
4A8DCB321BA34ED...

Name: Scott Lyon  
(please print)

Title: Director Legal Affairs  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## Exhibit A

Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	Jim Lindauer, Aidan James, Ajay Sisodia, Alex Rybalchenko, Alex Stefanacci, Amber Escobedo, Andrea Denis, Andrew Anders, Andrew Blunck, Anthony Gonzales, Ashley Hegele, Audrey Hill, Audrey Killness, Bear Mead, Benjamin Danile, Benjamin Granados, Bennett Scharf, Brad Horner, Brandon Hudson, Brett Killmon	01-JAN-2023	31-DEC-2023	\$66,770.00	\$66,770.00
Executive Programs	Member Basic	1	Christine Binnicker	01-JAN-2023	31-DEC-2023	\$64,955.00	\$64,955.00
Gartner for IT Leadership Team Plus	Leader	1	David Edinger	01-JAN-2023	31-DEC-2023	\$37,145.00	\$37,145.00
Gartner for IT Leadership Team Plus	Advisor Member	4	Chris Todd, Paul Kresser, Robert Bruns, Chad Mitchell	01-JAN-2023	31-DEC-2023	\$148,580.00	\$148,580.00
				Term Total	(Excluding applicable taxes)		\$317,450.00



## Exhibit A

Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	Jim Lindauer, Aidan James, Ajay Sisodia, Alex Rybalchenko, Alex Stefanacci, Amber Escobedo, Andrea Denis, Andrew Anders, Andrew Blunck, Anthony Gonzales, Ashley Hegele, Audrey Hill, Audrey Killness, Bear Mead, Benjamin Danile, Benjamin Granados, Bennett Scharf, Brad Horner, Brandon Hudson, Brett Killmon	01-JAN-2024	31-DEC-2024	\$70,780.00	\$70,780.00
Executive Programs	Member Basic	1	Christine Binnicker	01-JAN-2024	31-DEC-2024	\$68,960.00	\$68,960.00
Gartner for IT Leadership Team Plus	Leader	1	David Edinger	01-JAN-2024	31-DEC-2024	\$39,375.00	\$39,375.00
Gartner for IT Leadership Team Plus	Advisor Member	4	Chris Todd, Paul Kresser, Robert Bruns, Chad Mitchell	01-JAN-2024	31-DEC-2024	\$157,500.00	\$157,500.00
				Term Total	(Excluding applicable taxes)		\$336,615.00

## Exhibit A

Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	Jim Lindauer, Aidan James, Ajay Sisodia, Alex Rybalchenko, Alex Stefanacci, Amber Escobedo, Andrea Denis, Andrew Anders, Andrew Blunck, Anthony Gonzales, Ashley Hegele, Audrey Hill, Audrey Killness, Bear Mead, Benjamin Danile, Benjamin Granados, Bennett Scharf, Brad Horner, Brandon Hudson, Brett Killmon	01-JAN-2025	31-DEC-2025	\$75,030.00	\$75,030.00
Gartner for IT Leadership Team Plus	Leader	1	David Edinger	01-JAN-2025	31-DEC-2025	\$41,740.00	\$41,740.00
Executive Programs	Member Basic	1	Christine Binnicker	01-JAN-2025	31-DEC-2025	\$73,100.00	\$73,100.00
Gartner for IT Leadership Team Plus	Advisor Member	4	Chris Todd, Paul Kresser, Robert Bruns, Chad Mitchell	01-JAN-2025	31-DEC-2025	\$166,960.00	\$166,960.00
				Term Total	(Excluding applicable taxes)		\$356,830.00
				TOTAL	(Excluding applicable taxes)		\$356,830.00

## Exhibit A

Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	Jim Lindauer, Aidan James, Ajay Sisodia, Alex Rybalchenko, Alex Stefanacci, Amber Escobedo, Andrea Denis, Andrew Anders, Andrew Blunck, Anthony Gonzales, Ashley Hegele, Audrey Hill, Audrey Killness, Bear Mead, Benjamin Danile, Benjamin Granados, Bennett Scharf, Brad Horner, Brandon Hudson, Brett Killmon	01-JAN-2026	31-DEC-2026	\$79,535.00	\$79,535.00
Gartner for IT Leadership Team Plus	Leader	1	David Edinger	01-JAN-2026	31-DEC-2026	\$44,245.00	\$44,245.00
Executive Programs	Member Basic	1	Christine Binnicker	01-JAN-2026	31-DEC-2026	\$77,490.00	\$77,490.00
Gartner for IT Leadership Team Plus	Advisor Member	4	Chris Todd, Paul Kresser, Robert Bruns, Chad Mitchell	01-JAN-2026	31-DEC-2026	\$176,980.00	\$176,980.00
				Term Total	(Excluding applicable taxes)		\$378,250.00

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REPLACEMENT OF SERVICES. Upon execution by both parties, this SA shall cancel the previous Service Agreement or Letter of Agreement dated 01-JUL-2021, between Client and Gartner or any wholly-owned affiliate of Gartner, Inc. (the "Contract"). Client will receive a credit, which represents the portion of the fee paid by Client applicable to the remaining, unfulfilled Term of the Contract. This credit will be applied to the invoice for this Service Agreement between Client and Gartner, and is subject to confirmation of the payment previously made to Gartner or any wholly-owned affiliate of Gartner, Inc.

Option Year pricing is illustrative; actual Option Year pricing will be the lesser of that displayed or the pricing in the "then current" Govt / Public Sector pricing in effect when an Option is exercised.

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs Member Basic	<a href="http://sd.gartner.com/sd_ep_member_basic.pdf">http://sd.gartner.com/sd_ep_member_basic.pdf</a>
Gartner for IT Leadership Team Plus Leader	<a href="http://sd.gartner.com/sd_itl_team_plus_leader.pdf">http://sd.gartner.com/sd_itl_team_plus_leader.pdf</a>
Gartner for IT Leadership Team Plus Advisor Member	<a href="http://sd.gartner.com/sd_itl_team_plus_advisor_member.pdf">http://sd.gartner.com/sd_itl_team_plus_advisor_member.pdf</a>
Gartner for Technical Professionals Advisor Small and Midsize Business Enterprise Access	<a href="http://sd.gartner.com/sd_techpro_advisor_smb.pdf">http://sd.gartner.com/sd_techpro_advisor_smb.pdf</a>