

1 **FIRST AMENDMENT TO AGREEMENT**

2 THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into this
3 ____ day of May, 2019 ("Effective Date"), by and between COUNTY OF FRESNO, a Political
4 Subdivision of the State of California, Fresno, California ("COUNTY"), and Gartner, Inc., a Delaware
5 corporation, whose corporate address is 56 Top Gallant Rd., Stamford, CT, 06904 ("CONTRACTOR").

6 **WITNESSETH:**

7 WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 17-459, dated
8 September 12, 2017 ("Agreement"), pursuant to which CONTRACTOR agreed to provide subscription-
9 based research, executive coaching, and advisory services to COUNTY; and

10 WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to
11 accommodate the addition of an additional executive staff member.

12 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which
13 is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

14 1. Section VI Subsection A of the Agreement, "COMPENSATION SCHEDULE," located
15 on page 3, lines 11 through 28 is deleted in its entirety and replaced with the following:

16 "The total fees due for each annual period this Agreement is in force shall be paid in full
17 annually, and in advance, as set forth below:

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Term	Period of Performance	Annual Fee
Year 1	September 1, 2017 to August 31, 2018	\$181,400
Year 2	September 1, 2018 to August 31, 2019	\$187,205
Year 3	September 1, 2019 to August 31, 2020	\$227,046
Year 4	September 1, 2020 to August 31, 2021	\$238,400
Year 5	September 1, 2021 to August 31, 2022	\$250,320

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25 In addition, COUNTY shall pay a one-time prorated fee of \$13,666.67 to accommodate
26 the addition of an executive staff member for the portion of Year 2 between June 1, 2019 and August
27 31, 2019. In no event shall services provided under this Agreement exceed \$609,318.00 during the
28 initial three-year term of this Agreement. In no event shall services provided exceed \$1,098,038.00 for

1 the total potential five-year term of this Agreement. It is understood that all expenses incidental to
2 CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR."

3 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
4 Agreement, and that upon execution of this Amendment, the Agreement and this Amendment together
5 shall be considered the Agreement.

6 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
7 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
8 in full force and effect.

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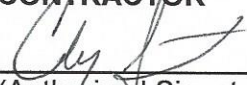
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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

3 **CONTRACTOR**

COUNTY OF FRESNO

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5 (Authorized Signature)

Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

6 Cody Fils Sr. Account Director
7 Print Name & Title

8 2062 Thorakill Dr.
9

Granite Bay, CA 95746

Mailing Address

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

15 By: _____
Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 ORG No.: 8905

18 Fund/Subclass: 1020/10000

19 Account No.: 7205