

LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS
FIRE CHIEF

March 22, 2016

BOARD OF FIRE COMMISSIONERS
FILE NO. 16-038

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: PROFESSIONAL SERVICES CONTRACT – GARTNER, INC.

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

SUMMARY

It was anticipated that the new Chief Information Officer (CIO) would be assigned to develop an Information Technology Strategic Plan (ITSP) that aligns with the Los Angeles Fire Department (LAFD) operational priorities and public service objectives. Due to the steep learning curve for a new CIO to acquire sufficient knowledge of the LAFD operational and business structure, insufficient staffing to assist on the project, and priority for the CIO to focus on the day-to-day management of the Information Technology Bureau, the Department concluded that an IT Strategic Plan could not be developed within a reasonable time frame. For that reason, Gartner, Inc. has been engaged to develop the ITSP to serve as baseline assumptions for the incoming CIO to manage forward.

Gartner's Project Management Team will consist of subject matter experts in public safety technology with technical consulting experience to the LAFD and the Los Angeles Police Department. The Project Team will deliver, in approximately 26 weeks, an IT Strategic Plan and Roadmap that establishes a vision for the future of IT for the LAFD and the plan to achieve it. The ITSP will be based on LAFD priorities, trends in IT and those prevalent in the public safety industry, and will serve as a guide for IT investment for three to five years.

The term of the Agreement is 12 months from the date of execution, with the option of the Fire Chief to extend the term for two additional one-year periods, subject to LAFD needs and availability of funds. The contract amount is to not exceed \$200,000. The Office of the City Attorney has reviewed and approved the Agreement as to legal form.

RECOMMENDATION

That the Board:

Approve, and transmit to the Mayor in accordance with Executive Directive 3, the Agreement between the City and Gartner, Inc. to develop an Information Technology Strategic Plan.

FISCAL IMPACT

Available funds have been identified in the FY 2015-16 Contractual Services Account to cover the cost of the Agreement with Gartner, Inc.

Board report prepared by June Gibson, Fire Administrator, Administrative Services Bureau.

Attachment

PROFESSIONAL SERVICES AGREEMENT

Contractor: GARTNER, INC.

Regarding: FIRE DEPARTMENT INFORMATION TECHNOLOGY
STRATEGIC PLAN

Agreement Number _____

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AGREEMENT NUMBER _____

**BETWEEN THE CITY OF LOS ANGELES
AND
GARTNER, INC.
FIRE DEPARTMENT INFORMATION TECHNOLOGY STRATEGIC PLAN**

RECITALS

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as the “LAFD” or the “Department”), and Gartner, Inc. a Delaware Corporation, (hereinafter referred to as the “Contractor”).

WHEREAS, technology is changing rapidly and the Fire Department must define and maintain an information technology (IT) strategy that aligns with its operational and public service objectives; and

WHEREAS, the Fire Department’s IT organization will evolve to include a Chief Information Officer (CIO) to manage its Information and Technology Bureau; and

WHEREAS, one of the Fire Department’s key objectives is development of a foundational IT organizational structure and IT plan to serve as baseline assumptions for the incoming CIO to manage forward; and

WHEREAS, the Fire Department desires development of an IT Strategic Plan and Roadmap that establishes a vision for the future of IT for the Department and the plan to achieve it;

WHEREAS, the Fire Department lacks sufficient staffing to perform or complete these tasks in a timely manner; and

WHEREAS, it would be more feasible, efficient and expeditious for this work to be performed by a Contractor who possesses the requisite experience and expertise; and

WHEREAS, following a request for proposal process, the County of San Diego, California executed an agreement with Contractor on October 26, 2015 for a broad range of information technology and systems services, including providing research services on information technology strategic directions.

NOW, THEREFORE, the parties hereby covenant and agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, Los Angeles, California, 90012.
- B. Contractor – Gartner, Inc., 11845 West Olympic Boulevard, Suite 505, Los Angeles, California 90064.

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- A. The City's representative is, unless otherwise stated in the Agreement:

Ralph M. Terrazas, Fire Chief
Los Angeles Fire Department
200 North Main Street, Room 1800
Los Angeles, California 90012

With copies to:

June Gibson, Fire Administrator
Los Angeles Fire Department
200 North Main Street, Room 1630
Los Angeles, California 90012

- B. The Contractor's representative is, unless otherwise stated in the Agreement:

Jon Kashare, Sr. Managing Partner
1400 Olympic Blvd
Suite 200
Los Angeles, CA 90064

- C. The designated Project Manager for the City is:

June Gibson, Fire Administrator
Los Angeles Fire Department
200 North Main Street, Room 1630
Los Angeles, California 90012
June.Gibson@lacity.org

D. The designated Project Manager for the Contractor is:

Scott Porter, Senior Director
1400 Olympic Blvd
Suite 200
Los Angeles, CA 90064

- 1.3** Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4** If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accordance with this Section, within five (5) working days of said change.

2.0 TERM OF THE AGREEMENT

The term of this Agreement will commence upon execution by all parties and will terminate twelve (12) months thereafter unless terminated as provided in Section 11.4.

At the discretion of the LAFD, the Fire Chief may extend the term of this Agreement for two additional one-year periods, subject to LAFD needs, availability of funds, and satisfactory performance by the Contractor.

Performance will not begin until the Contractor has obtained approval of insurance and have an approved contract with the City as required herein.

3.0 KEY PERSONNEL

Project Manager

Contractor shall assign a full-time project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing the Statement of Work to be performed.

4.0 STATEMENT OF WORK

4.1 Statement of Work to be Performed

- A.** During the term of this Agreement, Contractor shall provide the Services, implement the tasks, and provide the Deliverables identified herein and in Appendix A, Statement of Work ("SOW").

- B. All work, tasks, and Deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 6, Compensation and Method of Payment, of this Agreement.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of Services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Appendices.
- D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 15, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAFD or any other City department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished in accordance with Section 15, Amendments, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

4.2 Time of Performance

- A. Normal Business Hours – The Contractor will be available to the LAFD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City holidays.
- B. Outside Normal Business Hours – Upon receiving at least twenty-four (24) hours advance notice, the Contractor will be available to the LAFD as needed during weekends, City holidays, and after normal business hours.

5.0 ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY

The City will provide the Contractor access to City facilities and personnel during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. The City generally recognizes all Federal holidays.

In instances where the Contractor requires access to City facilities and personnel during off-hours, the Contractor will provide the City with forty-eight (48) hours' notice prior to each requested access. Each such request will be subject to approval by the City.

Subject to availability and at the discretion of the City, City will provide City resources, including but not limited to office space, office supplies, clerical support, telephones, and photocopying while the Contractor project team is working on City premises. Parking will not be provided.

6.0 COMPENSATION AND METHOD OF PAYMENT

6.1 Compensation

For and in consideration of the services to be provided by the Contractor under this Agreement, the City agrees to pay the Contractor a total amount to not exceed \$200,000, which is inclusive of all expenses.

The Contractor's services are being performed as an independent contractor and not as an agent or employee of the City; therefore, the Contractor is not entitled to any vacation, sick leave, workers' compensation, pension or any other City benefits. The Contractor shall invoice the City in accordance with the following payment schedule for Deliverables.

Task 1: Project Initiation - \$30,000

Task 2: Current State Assessment - \$60,000

Task 3: IT Strategic Plan and Roadmap - \$60,000

Task 4: Final Strategic Plan and Executive Briefing - \$50,000

6.2 Method of Payment

A. Invoices

For services provided under this Agreement, the Contractor will be paid by the City in accordance with Section 6.1, Compensation, and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information on each invoice:

1. Date of invoice
2. Invoice number
3. Agreement number
4. Date and description of services provided
5. Payment Schedule number
6. Amount of invoice
7. Total amount payable

B. General Requirements for Invoices

Invoices will be sent to:

June Gibson, Fire Administrator
Los Angeles Fire Department
200 North Main Street, Room 1630
Los Angeles, California 90012

C. Retention of Records

The Contractor will maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than three (3) years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the three (3) years following the final payment made by the City hereunder or the termination date of this Agreement, whichever occurs last. The Contractor will provide any reports requested by the City regarding performance of the Agreement.

6.3 Review and Acceptance of Deliverables

- A. Payment to Contractor will be authorized after acceptance of the deliverables and receipt of a properly completed invoice (in that order).
- B. Contractor shall deliver products and invoices to the City upon completion of tasks as described in this Contract. City shall pay Contractor for the approved product and in the amount specified herein. This amount shall include payment for all services performed, including related taxes. Payments shall be due and payable upon the completion of the City's review and approval of the work product.
- C. Notification of Acceptance. At or before the conclusion of the review period, City shall submit a written, dated notification to Contractor of City's acceptance or rejection of the work delivered by Contractor, based on standards stipulated herein, and if work is rejected, listing the cause of rejection and required corrections.
- D. Acceptance/Non-Acceptance. Unless modified in a specific Statement of Work (SOW), all Deliverables provided by Contractor to City shall be deemed to be accepted within 20 business days of receipt by City unless Contractor receives written notice of non-acceptance within 20 business days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the SOW

and Contractor shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the SOW.

7.0 INTELLECTUAL PROPERTY OWNERSHIP AND OWNERSHIP OF DOCUMENTS

- 7.1 The parties agree that the City owns the deliverables, tangible and intangible, originally developed for and presented to City pursuant to this Contract subject to the following limitations. (b) Contractor shall retain sole and exclusive ownership of all pre-existing Contractor tools, methodologies, questionnaires, responses, and proprietary research and/or data embodied into a Deliverable or used in the course of performing the Services, together with all intellectual property rights therein ("Contractor Intellectual Property"). Contractor grants to the City a perpetual, non-exclusive, royalty-free license to use any Contractor Intellectual Property embodied in any Deliverable(s) for its internal business purposes. (c) Nothing contained in this Contract shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Deliverables/Services provided to City. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of the City's confidential information, as that term is defined in this Contract. (d) The City shall retain its rights in any proprietary material that City supplies to Contractor. If City provides Contractor with materials owned or controlled by City or with use of, or access to, such materials, City grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work.
- 7.2 For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors, if work is subcontracted, of any tier under this Contract, Contractor hereby grants a non-exclusive perpetual license to use such Work Products for any City purposes.

8.0 SUBCONTRACTORS

The City has approval rights over the utilization of subcontractor(s). This applies to both individuals and corporations, in the event such subcontractors and/or substitutions for subcontractors are proposed by the Contractor. Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement.

9.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND REFERENCE CHECKS

9.1 Confidentiality and Restrictions on Disclosure

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as “Confidential Information”). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor’s work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.
- B. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.
- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor’s work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the

course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.

- E. Any reports, findings, Deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- F. The Contractor and its employees, agents, and subcontractors may have access to confidential criminal record and Department of Motor Vehicle record information, whose access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. The Contractor will implement reasonable and prudent measures to keep secure and private criminal history information accessed by its employees, agents, and subcontractors during the performance of this Agreement. The Contractor will advise its employees, agents, and subcontractors of the confidentiality requirements of Title 42, United States code, Section 3789(g) [42 U.S.C. 3789(g)], California Penal Code Sections 11075 through 11144, California Penal code Sections 13301 through 13305, and California Vehicle Code Section 1808.45.
- G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

9.2 Document Control Procedure

The Contractor will develop and administer a mutually acceptable Document Control Procedure over documents flowing to and from the City, in such a manner as to ensure that the confidentiality requirements of this Section 9 are met. Each document will be controlled through the use of a Document Control Number.

9.3 Reference Checks

To the extent permitted by applicable law, the City may conduct reference checks on the Contractor, its employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law,

whatever information the City requires in order to conduct reference checks. The City may request changes to Contractor personnel pursuant to Section 9 of this Agreement in response to reference check information, which the Contractor will accommodate.

9.4 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 9.

9.5 Survival of Provisions

The provision of this Section 9 will survive termination of this Agreement.

10.0 STANDARD PROVISIONS

The Contractor must comply with the requirements of the *Standard Provisions for City Contracts (Rev. 3/09)*, attached hereto as Appendix C and incorporated herein by reference, with the exception of PSCs 10, 21, 23, and 26.

Requirements related to PSCs 10, 21, 23, and 26 have been addressed in Sections 11-Disputes, Defaults, Suspension and Termination (PSC 10), 13-Indemnity (PSC 21), and 7-Intellectual Property Ownership and Ownership of Documents (PSC 23 and 26).

11.0 DISPUTES, DEFAULTS, SUSPENSION AND TERMINATION

11.1 Disputes

A. Contractor Discrepancy Report (CDR). If at any time during the term of this Agreement, the work does not meet performance standards/performance services required by this Agreement, the City may prepare a Contractor Discrepancy Report (CDR). The CDR will be issued to the Contractor within five (5) calendar days of discovering the unsatisfactory performance. The Contractor shall respond within five (5) calendar days upon receipt of the CDR and correct the discrepancy at Contractor's expense. The CDR, set forth as Appendix B, is attached hereto and made a part hereof. In the event the CDR cannot settle the disagreement, the Dispute procedure begins.

B. Procedure. Both parties undertake to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Contract, the City's Project Manager (City PM) and the Contractor's Project Manager (Contractor PM) shall schedule a meeting of the individuals identified in the issues in dispute within two (2) business days of discovery of such

disagreement and make a good faith effort to resolve the disagreement.

The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the dispute or default. If possible, the meeting will result in an agreed upon course of action to resolve the dispute or default.

If the parties are unable to resolve the dispute, the Contractor PM will summarize the dispute in writing and forward it to a senior executive of the Contractor and a senior executive or officer of the City and the City PM, in each case, not involved in the project on a day-to-day basis. Such executives will meet (in person or by telephone) within two (2) business days of delivery of the dispute summary and make a good faith attempt to resolve the dispute.

- C. Continuance of Work.** The Contractor shall, to the extent possible, continue to perform work under the Agreement during any dispute.
- D. Basis for Procedure.** The provisions of Div. 5, Ch. 10, Art. 1 of the Los Angeles Administrative Code and Section 350 of the City Charter, incorporated herein by this reference, shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.
- E. Decision Is Binding.** In determining whether there has been such non-compliance with the Agreement as to warrant termination/suspension, the decision of the Board of Police Commissioners shall be binding on both parties.

11.2 Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with Section 11 of this Agreement; or
- D. Terminate the Agreement.

11.3 Suspension

The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions, which will be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with the Insurance requirements herein. Performance shall not resume without the prior written approval of the City.

11.4 Termination of Agreement

11.4.1 Termination for Convenience

Either of the parties may terminate this Contract, in whole or in part, including any tasks and/or deliverables not completed by the Contractor, for their sole convenience, at any time, in the manner and subject to the conditions set forth in this Section. The initiating party shall notice such termination by sending a registered letter, return receipt requested, to the other party at the address set forth in Section 1, Representatives of the Parties, of this Contract. The letter shall indicate which part or parts of this Contract are terminated. Termination shall be effective 30 calendar days after certified receipt of said letter or twenty (20) business days from the date of the letter, whichever occurs later.

- A. After receipt of a notice of termination and except as otherwise directed by the City, the Contractor shall:
 - 1. Stop all work under this Contract on the date and to the extent specified in the notice of termination, and shall immediately cause any of its suppliers and subcontractors to cease such work.
 - 2. Deliver to the City, within ten (10) calendar days after termination, any and all data, reports, other documents and Deliverables, or portions thereof, if any, prepared pursuant to this Contract, but not already delivered.
 - 3. Transfer title to the City where applicable under this Contract (to the extent that title has not already been transferred) in the manner at the times and to the extent directed by the City for the work in process, completed work and other material produced as part of or required in respect to performance of this Contract immediately upon receipt of payment for the work and

other materials specified herein or if payment has already been received by Contractor, title must be transferred within ten (10) calendar days after termination.

- B. Payment in the Event of Termination for Convenience. The amount due the Contractor by reason of termination for convenience shall be determined as follows:
1. Contractor shall be paid on the basis of work completed as set forth in Section 6, Compensation and Method of Payment, after City review and approval of the work.
 2. Contractor shall also be compensated by the City on a percentage completed basis (such percentage to be mutually agreed upon by Contractor and City) of the applicable deliverables for work in process up to the receipt of the notice of termination in compliance with Section 6, Compensation and Method of Payment, after City receives, reviews and approves of the work.

11.4.2 Termination for Breach of Agreement

- A. If this Contract is terminated for breach, the Contractor shall comply with Section 11.4.1, Termination for Convenience, above.
- B. The City may terminate this Contract in whole or any part hereof by giving Contractor a written notice of breach. Contractor will have fourteen (14) calendar days from receipt of the notice of breach to cure, or diligently commence to cure such breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach within this time frame, the City may terminate this Contract on seven (7) calendar days' notice.

If this Contract is terminated for breach by the City, the City will pay for the value of the work completed prior to such termination, less the amount of any damages incurred as a result of the Contractor's breach, after the City receives, reviews, and approves of the work.

- C. The Contractor may terminate this Contract in whole or any part hereof by giving the City a written notice of breach. City will have fourteen (14) calendar days from receipt of the notice of breach to cure, or diligently commence to cure such breach. If City is unable or unwilling to cure, or diligently commence to cure such breach, within this time frame, the Contractor may terminate this Contract on ten (10) calendar days' notice.

If this Contract is terminated for breach by the Contractor, the City will pay for the value of the work completed prior to such termination after the City receives, reviews, and approves of the work.

- D. The Contractor shall not be paid for any work done after receipt of the notice of termination nor for any costs incurred by the Contractor's suppliers or subcontractors which the Contractor could reasonably have avoided.

11.4.3 Return of Loaned Material. In the event this Contract is terminated by either party pursuant to Section 11 of this Contract, all property (including records, equipment, and software) loaned by either party to the other under this Contract must be returned within fifteen (15) calendar days after the effective date of termination.

11.4.4 Contract Sections that Survive Termination of Contract. The following Sections shall survive the termination of this Contract for any reason: 9.1 Confidentiality and Restrictions on Disclosure, 13.2 Intellectual Property Indemnification, 7 Intellectual Property Ownership and Ownership of Documents, 12 Limitation of Liability, and PSC 20 Indemnification.

12.0 LIMITATION OF LIABILITY

The provisions of Section 12 shall survive termination of this Contract. With the exception of intellectual property infringement indemnification under PSC 21 and tort liability indemnification under Section 13.2 (Intellectual Property Indemnification), Contractor's total liability for professional errors and omission arising out of this Contract shall be limited to three (3) times the maximum compensation provided in this Contract.

13.0 INDEMNITY

13.1 Bodily Injury; Death; Tangible Property. The Contractor shall indemnify, defend and hold harmless the City and its affiliates, and their respective employees, directors, officers, principals and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury, death or dismemberment of any person or damage to any real and/or tangible personal property directly caused by the negligence or willful misconduct of the indemnifying party, its personnel, or agents during the course of the provision of Services under this Agreement.

13.2 Intellectual Property Indemnification. If the City promptly notifies the Contractor in writing of a third party claim against the City alleging that any Deliverable infringes a patent, copyright or trade secret of any third party,

the Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the City. The Contractor will not indemnify the City however, if the claim of infringement is caused by City's misuse or modification of the Deliverable.

14.0 NO THIRD-PARTY BENEFICIARIES

This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Contractor and City that no third party shall have the right to (i) rely on the Services provided by Contractor, or (ii) seek to impose liability on Contractor as a result of the Services or any Deliverables furnished to City.

15.0 AMENDMENTS

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

16.0 RATIFICATION

Due to the need for the Consultant's services to be provided continuously on an ongoing basis, the Consultant may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the City's request and with the terms and conditions of this Agreement, those services are hereby ratified.

17.0 ENTIRE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in four (4) originals, each of which is deemed to be an original.

[Signature page follows.]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

GARTNER, INC.

By _____
RALPH M. TERRAZAS, Fire Chief

By _____
PHIL CUMMINGS, Senior Director
Government Contracts

Date _____

Date _____

APPROVED AS TO FORM:

(Contractor's Corporate Seal or Notary)

MICHAEL N. FEUER, City Attorney

By _____
LAUREL LIGHTNER, Assistant City Attorney

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Deputy City Clerk

Date _____

City Business License Number 0000658414-0001-6

Internal Revenue Service Taxpayer Identification Number 04-3099750

Agreement Number _____

APPENDIX A

STATEMENT OF WORK

APPENDIX B

CONTRACTOR DISCREPANCY REPORT

Contractor Discrepancy Report

From: The City of Los Angeles

To: Contractor

The following are discrepancies in Contractor performance to the contractual obligations agreed upon in Contract No. _____.

The Contractor has _____ days to correct these discrepancies.

APPENDIX C

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 3/09)

Statement of Work



LAFD IT Strategic Planning Services

15 February 2016

Engagement: 330032927

Version 1

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1.0 Introduction

This Statement of Work is presented as an Appendix to the Agreement (referred to as “Contract”) entered into by the City of Los Angeles (referred to as “City”), and Gartner, Inc. Currently, the Los Angeles Fire Department (interchangeably referred to as “LAFD” or “Department”).

To meet the outlined scope and objectives, Gartner will complete the tasks outlined in this Statement of Work described in detail this document.

2.0 Background and Understanding

The Los Angeles Fire Department (LAFD) maintains one of the largest coverage responsibilities of any municipal fire agency in the United States. To support its mission the LAFD relies heavily on technology that enables first response, incident management, situational awareness, analysis and communication.

Technology is changing rapidly and the LAFD must define and maintain an IT strategy that aligns with its operational goals to ensure it is taking best advantage of its resources and IT trends. LAFD’s IT investments should be driven by its operational priorities and public service objectives.

LAFD is also in the process of evolving its IT organization including engaging a Department CIO. One of LAFD’s key objectives is developing a foundational IT organizational structure and IT plan to serve as baseline assumptions for the incoming CIO to manage forward.

LAFD has asked Gartner to deliver an IT Strategic Plan and Roadmap that establishes a clear vision for the future of IT for the Department and the plan to achieve it. The IT Strategic Plan (ITSP) will be based on LAFD priorities, trends in IT and those prevalent in the Public Safety industry and serve as a guide for IT investment for 3-5 years. The plan will also establish an IT organizational model from which LAFD can build and extend IT service where it is most critical.

Gartner will leverage its understanding of LAFD and key technical capabilities based on exiting work with core solutions and LAFD’s management team to expedite the discovery process and achieve results as expeditiously as possible.

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3.0 Scope of Work

3.1 Approach

Gartner's approach to developing an **IT Strategic Plan and Roadmap for LAFD** leverages our TOPS² framework that we will applying throughout a collaborative twenty-six week engagement.

This strategic planning framework is designed to thoroughly evaluate the current-state technical and operational environments to identify opportunities to improve IT and the organization that delivers and supports IT. A strategic vision is then established to prioritize strategic goals, high level requirements, key initiatives, measurable outcomes and expected benefits.

Gartner's approach facilitates discussion between the business and IT so that the operational and IT strategies are asking the right questions, making aligned decisions and delivering the most appropriate outcomes that meet stakeholder needs.

The ultimate deliverable is an IT Strategic Plan and Roadmap that is based on LAFD priorities and future state goals and defines LAFD's IT approach and investment for the next 3-5 years.

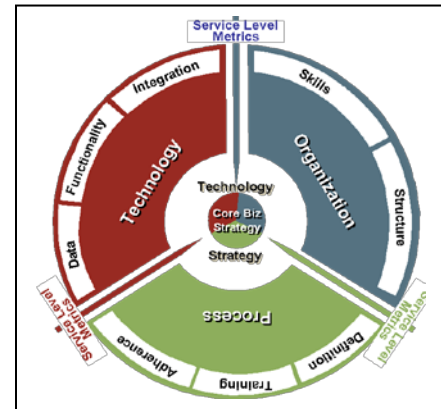


Table 1. Proposed Strategic Planning Approach

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3.2 Statement of Work Overview

In this Statement of Work section, Gartner has outlined how each proposed task will be executed. The following provides a summary overview of the statement of work.

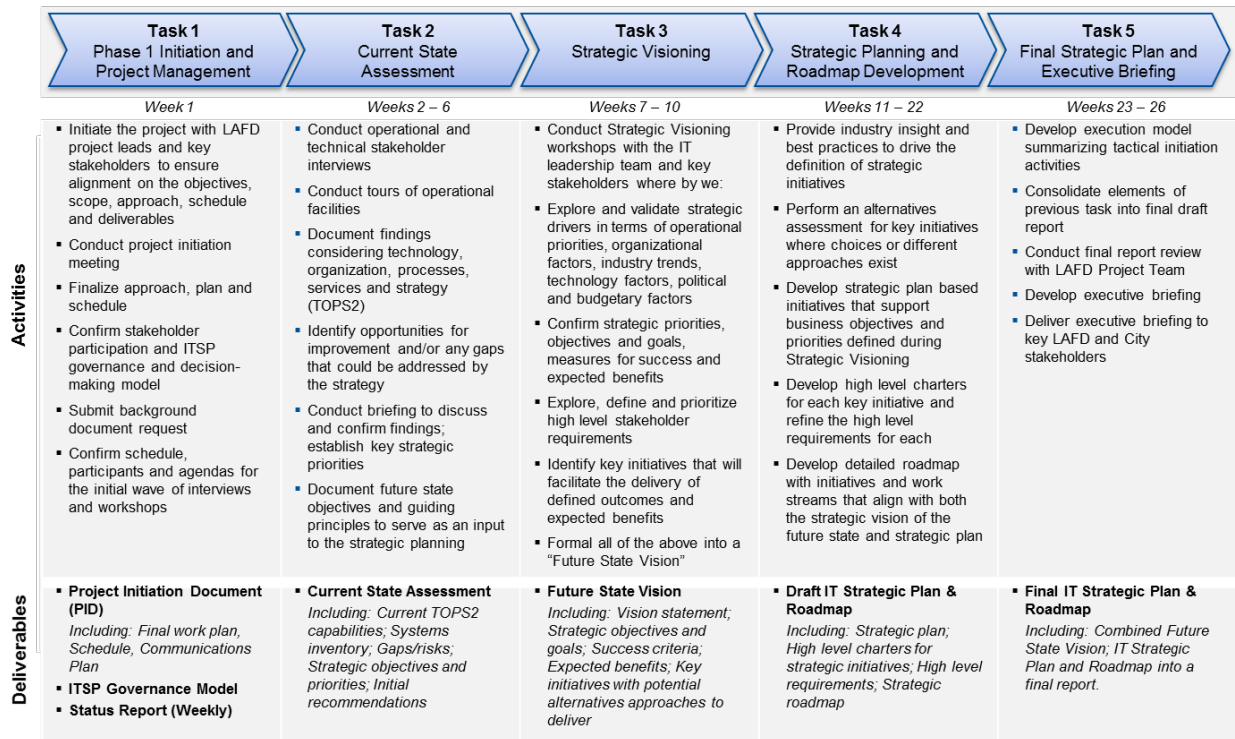


Figure 1. Statement of Work Summary

3.3 Task Detail

3.3.1 Task 1 – Initiation and Project Management

Initiate the project based with a clear, consensus understanding of the scope, approach, schedule and application of effective project controls. Establish a project governance model that supports clear decision-making roles and related processes.

Activities performed by Gartner:

- Initiate the project with LAFD project leads and key stakeholders to ensure alignment on the objectives, scope, approach, schedule and deliverables
- Conduct project initiation meeting
- Finalize approach, plan and schedule
- Confirm stakeholder participation and ITSP governance and decision-making model
- Submit background document request
- Confirm schedule, participants and agendas for the initial wave of interviews and workshops

LAFD responsibilities:

- Schedule and participate in initiation meeting

- Provide all relevant project background documentation
- Ensure stakeholder participation
- Schedule stakeholder interviews

Deliverable(s):

- Project Initiation Document (PID); including final work plan, schedule, communications plan
- ITSP Governance Model
- Status Report (Weekly)

Time frame:

- Week 1 (*Status Reports delivered weekly through week 26*)

Assumptions:

- 1 x 1 hour project initiation meeting via teleconference
- Weekly 30 minute project status meetings via teleconference
- Any further requested background documentation will be provided at least one week prior to the start of onsite interviews (task 2)

3.3.2 Task 2 – Current State Assessment

Develop materials in support of facilitative workshops. Develop a consensus understanding of current state technology conditions, IT organization, needs, technology and IT service priorities and opportunities to consider as a basis for the LAFD's IT strategic plan.

Activities performed by Gartner:

- Conduct operational and technical stakeholder interviews
- Conduct tours of operational facilities
- Document findings considering technology, organization, processes, services and strategy (TOPS2)
- Identify opportunities for improvement and/or any gaps that could be addressed by the strategy
- Conduct briefing to discuss and confirm findings; establish key strategic priorities
- Document future state objectives and guiding principles to serve as an input to the strategic planning

LAFD responsibilities:

- Schedule and participate in stakeholder interviews and operational observations
- Ensure relevant technical and operational information is made available no later than one (1) week prior to interviews conducted in task 2

Deliverable(s):

- Current State Assessment
Including: Current TOPS2 capabilities; Systems inventory; Gaps/risks; Strategic objectives and priorities; Initial recommendations

Time frame:

- Weeks 2 – 6

Assumptions:

- Up to 10 x 60 minute individual or small group interviews onsite
- Up to 4 x 90 minute operational observations
- Up to 4 x 60 minute follow up interviews by teleconference as needed
- 1 x 3 hour findings workshop via teleconference

3.3.3 Task 3 – Strategic Visioning

Work collaboratively with the LAFD to define a ‘vision’ for the future state which based on defined goals, objectives and guiding principles. Develop strategic direction where multiple options may exist to satisfy defined goals to serve as a driver for developing the strategic plan.

Activities performed by Gartner:

- Conduct Strategic Visioning workshops with the IT leadership team and key stakeholders whereby we:
 - Explore and validate strategic drivers in terms of operational priorities, organizational factors, industry trends, technology factors, political and budgetary factors
 - Confirm strategic priorities, objectives and goals, measures for success and expected benefits
 - Explore, define and prioritize high level stakeholder requirements
 - Identify key initiatives that will facilitate the delivery of defined outcomes and expected benefits
- Formalize all of the above into a “Future State Vision”

LAFD responsibilities:

- Schedule and participate in workshops
- Ensure consensus on strategic inputs (e.g., goals, objectives, guiding principles)

Deliverable(s):

- Future State Vision

Including: Vision statement; Strategic objectives and goals; Success criteria; Expected benefits; Key initiatives with potential alternatives approaches to deliver

Time frame:

- Weeks 7 – 10

Assumptions:

- 2 x 3 hour Strategic Visioning workshops onsite
- 4 x 1 hour follow-up working sessions via teleconference
- 1 x 2 hour Future State Vision briefing onsite
- Gartner will support up to 1 review cycle for the Future State Vision deliverable

3.3.4 Task 4 – Strategic Plan and Roadmap Development

Based on the framework and direction established in the previous task, define initiatives, relationships and dependencies. Build initiatives into the LAFD's strategic roadmap.

Activities performed by Gartner:

- Provide industry insight and best practices to drive the definition of strategic initiatives
- Perform an alternatives assessment for key initiatives where choices or different approaches exist
- Develop strategic plan based initiatives that support business objectives and priorities defined during Strategic Visioning
- Develop high level charters for each key initiative and refine the high level requirements for each
- Develop detailed roadmap with initiatives and work streams that align with both the strategic vision of the future state and strategic plan

LAFD responsibilities:

- Schedule and participate in working sessions
- Ensure agreement on final initiatives among stakeholders

Deliverable(s):

- Draft IT Strategic Plan and Roadmap
Including: Strategic plan; High level charters for strategic initiatives; High level requirements; Strategic roadmap

Time frame:

- Weeks 11 – 22

Assumptions:

- 2 x 3 hour Strategic Planning workshops onsite
- 8 x 1 hour follow-up working sessions by teleconference
- Gartner will support up to two (2) review cycles of the Draft IT Strategic Plan and Roadmap
- 1 x 2 hour Draft IT Strategic Plan and Roadmap briefing by teleconference

3.3.5 Task 5 – Final Strategic Plan and Executive Briefing

Finalize Strategic Plan based on LAFD input. Build execution model to guide the LAFD in initiating its strategy. Provide LAFD and City Executives with an overview of the strategy and associated benefits.

Activities performed by Gartner:

- Develop execution model summarizing tactical initiation activities
- Consolidate elements of previous task into final draft report
- Conduct final report review with LAFD Project Team
- Develop executive briefing

- Deliver executive briefing to key LAFD and City stakeholders

LAFD responsibilities:

- Schedule and participate in working sessions
- Schedule and participate in Executive Briefing
- Ensure consensus on and approval of final Strategic Plan

Deliverable(s):

- ## ■ Final IT Strategic Plan and Roadmap

Including: Combined Future State Vision; IT Strategic Plan and Roadmap into a final report.

Time frame:

- Weeks 23 – 26

Assumptions:

- 1 x 2 hour final draft review by teleconference
- Gartner will support up to 1 review cycle of the Draft IT Strategic Plan and Roadmap
- 1 x 2 hour Executive Briefing onsite
- Gartner will support up to 1 review cycle of the Final IT Strategic Plan and Roadmap

3.4 Sample Procurement Deliverables

The following are examples of requirements and procurement artifacts that may be applied throughout the engagement.

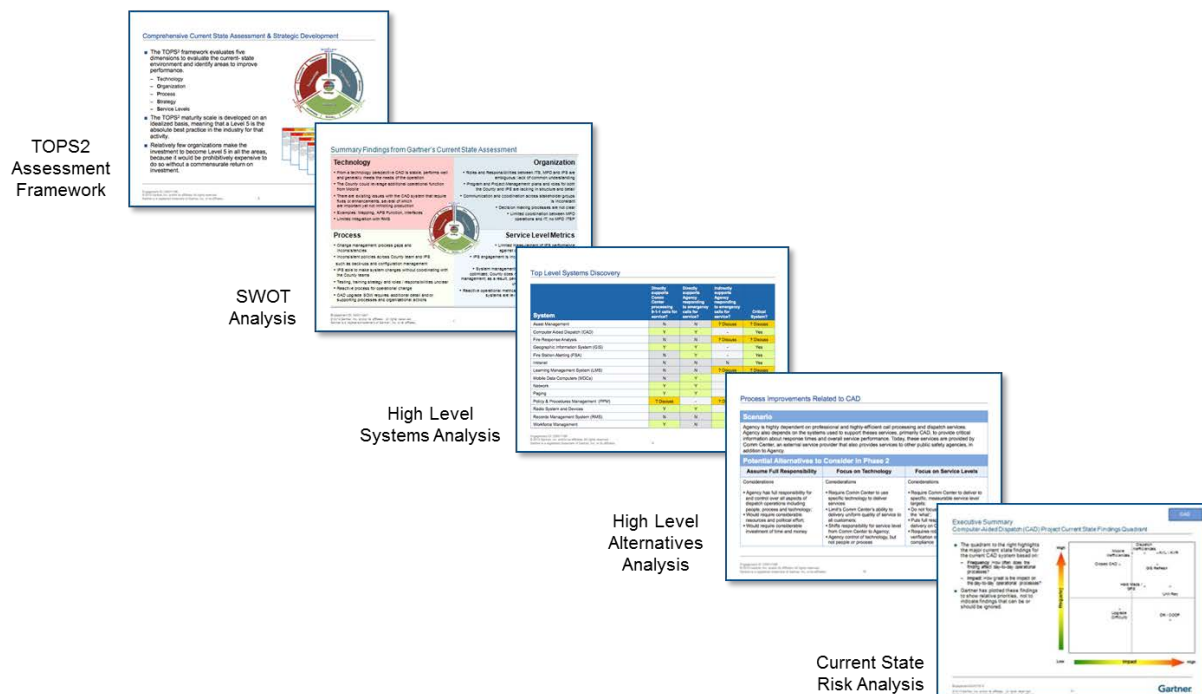


Figure 2. Example Findings and Needs Assessment Artifacts

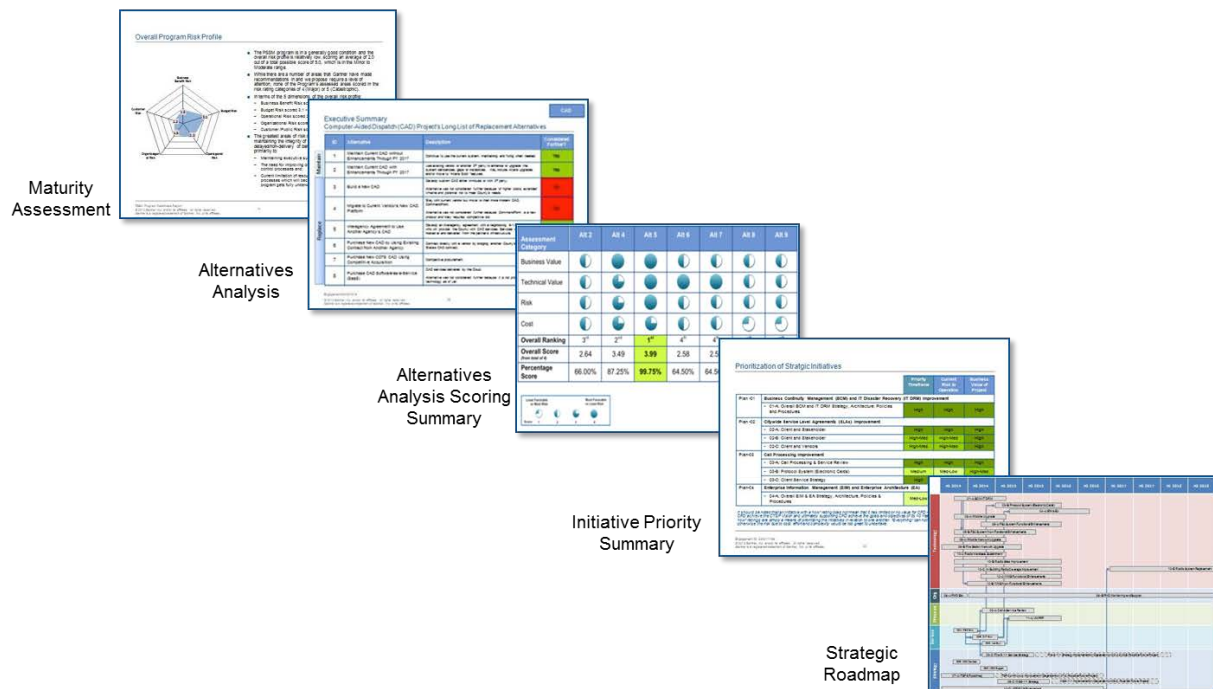
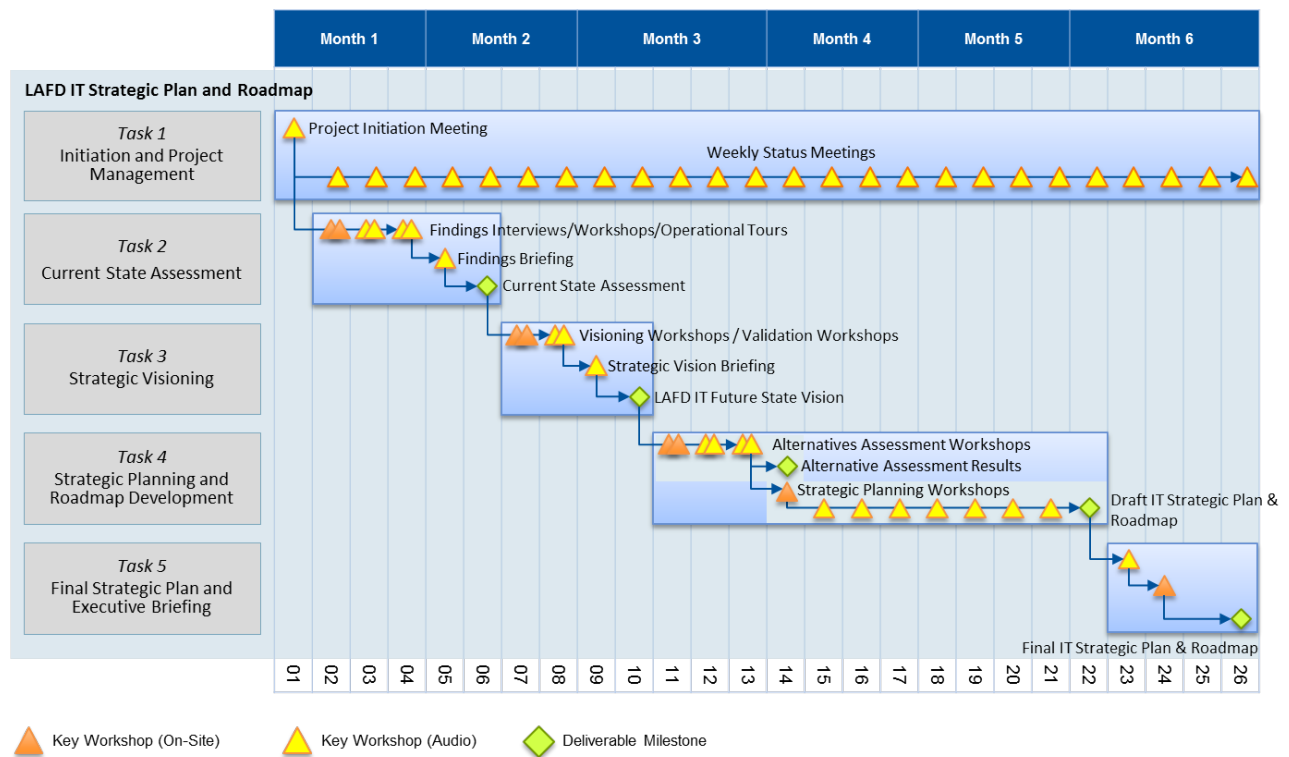


Figure 3. Example Strategic Planning and Roadmap Artifacts

3.5 Project Schedule

The following project schedule provides assumed timeframes and task durations, noting key workshops and related onsite or remote assumptions corresponding to the defined Statement of Work. Actual dates will be dependent upon the project start date.

Figure 4. IT Strategic Planning Schedule



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4.0 Assumptions

The deliverables, schedule and pricing in this proposal are based on the following assumptions. Task-specific assumptions are noted in the Statement of Work:

■ LAFD Participation

- ☐ LAFD will designate a project manager to act as the primary point of contact for this project and proposed work streams
- ☐ The LAFD project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve project priorities, detailed task plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any project or performance issues; (d) assist in resolving project issues that may arise; and (e) coordinate deliverable distribution, review and feedback in a timely basis.
- ☐ The work effort described in this proposal assumes LAFD personnel are available to actively participate in interviews and deliverable/report review sessions as scheduled. In the event that LAFD personnel are not available, a change of scope may be necessary.
- ☐ LAFD will make every effort to review and approve documents within 5 business days. If additional time is needed, LAFD will request an additional period of 10 days before the initial period expires.
- ☐ LAFD will schedule its resources for project activities and provide meeting facilities as necessary.

■ Interviews, Document Collection and Analysis

- ☐ Gartner assumes that LAFD will provide requested relevant documentation that is existing and available prior to week 1 interviews, a document request will be submitted before the project start date for any documentation that Gartner does not currently have.
- ☐ All interviews will be conducted on-site at LAFD facilities. Some/all follow-up discussions will be held via conference call.

■ Other Key Assumptions

- ☐ With the exception of review meetings and interviews, Gartner work will be performed at Gartner locations, unless mutually agreed to by both parties.
- ☐ LAFD will provide working facilities for activities scheduled to occur at the LAFD that are commensurate with the tasks described in this scope of work.
- ☐ All deliverables will be developed using Microsoft products (specifically PowerPoint but also Excel and Word where appropriate). The Executive Report for each task will be in PowerPoint format.
- ☐ Any requests for additional information (beyond the details described in the tasks above) that are made by LAFD may be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this proposal).

5.0 Changes to Scope

The scope of this engagement is defined by services outlined in this Statement of Work. All requests for changes to this Statement of Work must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise the City of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to decide whether to proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

As used herein, “changes” are defined as work activities or work products not originally planned for or specifically defined by this Statement of Work. By way of example and not limitation, changes include the following:

- Any activities not specifically set forth in this Statement of Work
- Providing or developing any deliverables not specifically set forth in this Statement of Work
- Any change in the respective responsibilities of Gartner and City set forth in this Statement of Work, including any reallocation or any changes in engagement or project manager staffing
- Any rework of completed activities or accepted deliverables
- Any investigative work to determine the cost or other impact of changes requested by the City
- Any additional work caused by a change in the assumptions set forth in this Statement of Work
- Any delays in deliverable caused by a modification to the acceptance criteria set forth in this Statement of Work

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**Any questions regarding this Statement of Work
should be addressed to:**

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