

PROFESSIONAL SERVICES AGREEMENT

Contractor: GARTNER, INC.

Regarding: MAINFRAME MODERNIZATION AND RECORDS
MANAGEMENT SYSTEM (RMS) REQUIREMENTS
STUDY

Agreement Number _____

TABLE OF CONTENTS

1.0	PARTIES TO THE AGREEMENT AND REPRESENTATIVES.....	2
1.1	Parties to the Agreement.....	2
1.2	Representatives of the Parties.....	2
2.0	TERM OF THE AGREEMENT	3
3.0	KEY PERSONNEL.....	4
4.0	STATEMENT OF WORK	4
4.1	Statement of Work to be Performed	4
4.2	Time of Performance	5
5.0	ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY.....	5
6.0	COMPENSATION AND METHOD OF PAYMENT.....	5
6.1	Compensation.....	5
6.2	Method of Payment	6
6.3	Review and Acceptance of Deliverables.....	7
7.0	INTELLECTUAL PROPERTY OWNERSHIP AND OWNERSHIP OF DOCUMENTS	8
8.0	SUBCONTRACTORS.....	8
9.0	CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND REFERENCE CHECKS	9
9.1	Confidentiality and Restrictions on Disclosure.....	9
9.2	Document Control Procedure	10
9.3	Reference Checks	10
9.4	Provisions Apply to Subcontracts	11
9.5	Survival of Provisions.....	11
10.0	STANDARD PROVISIONS	11
11.0	DISPUTES, DEFAULTS, SUSPENSION AND TERMINATION.....	11
11.1	Disputes.....	11
11.2	Defaults.....	12
11.3	Suspension	13
11.4	Termination of Agreement	13
12.0	LIMITATION OF LIABILITY.....	15
13.0	INDEMNITY.....	15

13.1 Bodily Injury; Death; Tangible Property..... 15
13.2 Intellectual Property Indemnification 16
14.0 NO THIRD-PARTY BENEFICIARIES 16
15.0 AMENDMENTS..... 16
16.0 ENTIRE AGREEMENT 16

APPENDICES

- APPENDIX A – STATEMENT OF WORK
- APPENDIX B – CONTRACTOR DISCREPANCY REPORT
- APPENDIX C – STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 3/09)

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
GARTNER, INC.
MAINFRAME MODERNIZATION AND RMS REQUIREMENTS STUDY

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 Police Department (hereinafter referred to as the "LAPD" or the "Department"), and Gartner, Inc. a Delaware Corporation, (hereinafter referred to as the "Contractor").

The City desires to enter into an agreement with the Contractor to conduct research and prepare a Report for mainframe modernization and Records Management System (RMS) requirements for the LAPD; and

The County of San Diego, California (hereinafter referred to as "SD County"), issued a Request for Proposals (RFP) on February 10, 2010 for a broad range of Technology systems services, which include, and exceed, the services LAPD requires and is authorized to perform; and

It is in the City's best interest to take advantage of the SD County recent procurement process to the extent that it is relevant to the LAPD's requirements and hire the County's selected contractor, Gartner, Inc., for the limited services provided in this Agreement; and

The services to be performed by the Contractor are the Contractor's competency and are of an expert and technical nature and will be required on a short-term basis only; and

The parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

NOW THEREFORE, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do 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 100 West First 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:

Charlie Beck
Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Chief Information Office
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Eighth Floor
Los Angeles, California 90012
(213) 486-0370 Telephone Number
(213) 486-0399 Facsimile Number

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

Phillip A. Cummings, Director, Government Contracts
Gartner, Inc.
4501 North Fairfax Drive
Arlington, VA 22203
(703) 387-5619 Telephone Number
phillip.cummings@gartner.com

C. The designated Project Manager for the City is:

Michael Humphrey, Senior Systems Analyst II
Application Development and Support Division (ADSD)
Los Angeles Police Department
100 West First Street, Eighth Floor
Los Angeles, California 90012
(213) 486-0240 Telephone Number
N1745@lapd.lacity.org

D. The designated Project Manager for the Contractor is:

Hannes Scheidegger
Gartner, Inc.
7676 Hazard Center Drive, Suite 810
San Diego, California 92108
(530) 400-7147 Telephone Number
hannes.scheidegger@gartner.com

- 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 LAPD, the Chief of Police may extend the term of this Agreement for two additional one-year periods and any additional period of time as is required to complete any necessary close-out activities, subject to LAPD 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 LAPD 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 LAPD, 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 LAPD as needed during weekends, City holidays, and after normal business hours.
- C. Emergencies** – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

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, not to exceed \$367,000, including travel 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 Number/Name	Deliverable	Payment
M2 – Current State Mainframe Landscape (includes completion of Tasks 1 and R2)	Current State Mainframe Landscape and Capabilities	\$ 91,750.00
R3 – Future State RMS Vision and Strategy (includes completion of M3 and M4)	Vision and Mission Statement and Project Charter	\$183,500.00
5 – Executive Briefing (includes completion of R4)	Executive Briefing – Requirements Track	\$ 97,750.00
	Total:	\$367,000.00

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:

Wade Nakakura, Senior Management Analyst II
 Information Technology Bureau
 Los Angeles Police Department
 100 West First Street, Suite 842
 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's 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/perform 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 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 three (3) 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 _____
CHARLIE BECK
Chief of Police

By *Phillip A. Cummings*
Phillip A. Cummings
Director, Government Contracts

Date _____

Date *06 March 2014*

APPROVED AS TO FORM:

(Contractor's Corporate Seal or Notary)

MICHAEL N. FEUER, City Attorney

By _____
DANIEL KREINBRING
Deputy City Attorney

Date _____

ATTEST:

HOLLY L. WOLCOTT, Interim 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

Statement of Work



LAPD Mainframe Modernization & RMS Requirements

15 January 2014

Engagement: 330018245

Table of Contents

1.0	Introduction	2
2.0	Background and Understanding.....	2
3.0	Scope of Work	4
3.1	Approach.....	4
3.2	Detailed Statement of Work.....	6
3.2.1	Initiation.....	6
3.2.2	Current State Mainframe Landscape.....	7
3.2.3	Future State Technical Direction	8
3.2.4	Roadmap	9
3.2.5	Current State Analysis and Objectives	10
3.2.6	Future State RMS Vision and Strategy	11
3.2.7	Future State Requirements	12
3.2.8	Executive Briefing	13
3.3	Summary of Deliverables	15
4.0	Gartner Project Team Organization.....	17
5.0	Project Pricing.....	19
6.0	Appendix – Project Team Bios.....	22

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 Police Department (interchangeably referred to as "LAPD" 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

LAPD has an application portfolio of mainframe systems that were originally developed decades ago with legacy technologies, including assembler code, and have been maintained by the City's Information Technology Agency (ITA). As part of their diverse application portfolio, LAPD relies on a number of these critical mainframe-based systems, including:

- Network Communication System (NECS), providing message switching to State and County systems
- Consolidated Crime Analysis Database System (CCAD), collecting data from NECS and other systems, and disseminating to other systems
- NECS contains a number of subsystems/modules, including issuing report numbers (DR), which is a key identifier within the LAPD information model
- Other mainframe systems, such as the Field Interview System (FIS) and Traffic Information System (TIS) are in various states of being replaced
- In addition, approximately 20 years' worth of dispatch data from CAD and the switch is stored on the mainframe, outside of NECS

The workforce with knowledge of these systems is on the cusp of retirement, impacting the sustainability of the applications.

LAPD seeks to develop detailed functional requirements and a strategic roadmap to modernize its mainframe-based capabilities. In addition to the strategic roadmap, LAPD has identified that the Records Management System (RMS) as the first major mainframe modernization initiative and would like support for an effective transition to a state of the art RMS within the context of a structured applications modernization.

LAPD has additionally requested that Gartner capture RMS functional requirements in preparation of developing an RFP.

The following objectives will be addressed through the strategic assessment and planning process:

- Definition of the application landscape of systems and modules that reside on the mainframe and the dependencies with other applications
- Definition the core capabilities provided by these applications and how they will be transitioned and supported through a future system
- Understanding how Public Safety agencies typically implement these capabilities and Gartner's perspective on trends, best practices, functional requirements
- Alignment of mainframe system capabilities with LAPD's longer term vision

- Identification of technical imperatives and architectural preferences for the future state
- Definition of steps, timeframes and key tasks supporting LAPD's mainframe modernization project

The following objectives will be addressed through the RMS requirements definition process:

- Capture the current state processes and interfaces, opportunities for improvement and priority
- Definition of the future state processes that are supported by COTS RMS capabilities
- Definition of RFP-ready functional requirements and use cases for RMS implementation

Remainder of this page is left intentionally blank

3.0 Scope of Work

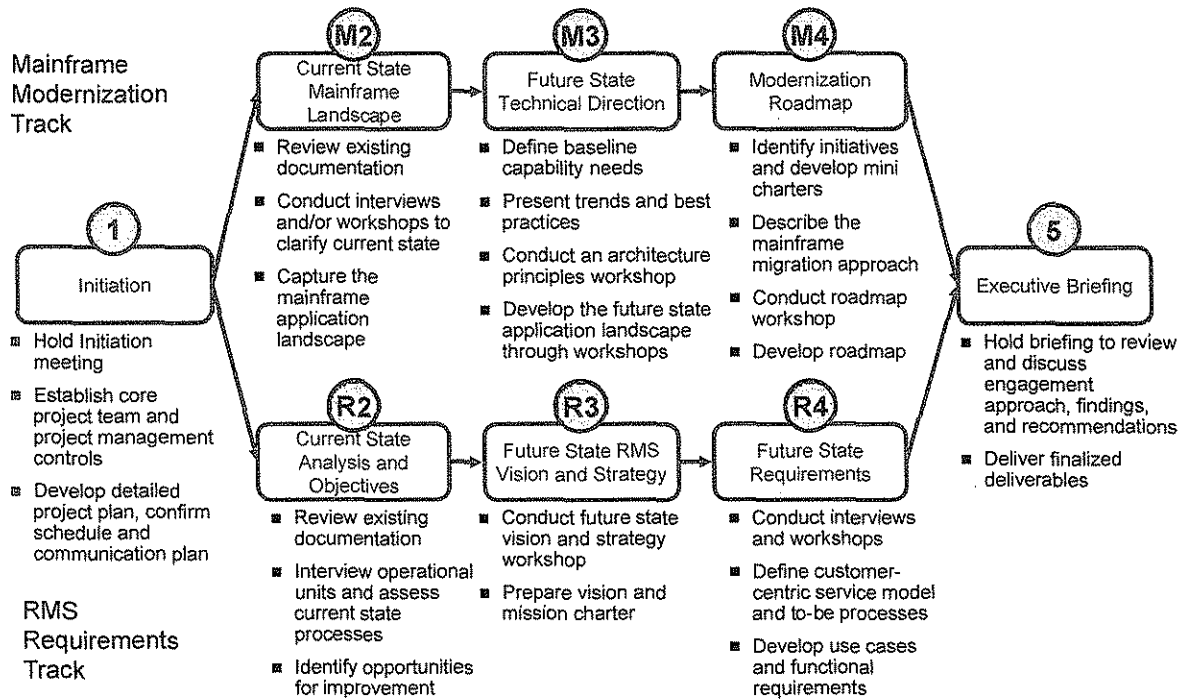
3.1 Approach

To meet the outlined scope and objectives, Gartner is proposing an approach with two concurrent work streams to meet the expectations of LAPD.

Table 1. Two Workstream Approach

Mainframe Modernization Strategy Workstream 1	RMS Requirements Definition Workstream 2
<ul style="list-style-type: none"> ■ Capturing active applications, system processes and capabilities that currently reside in the mainframe environment 	<ul style="list-style-type: none"> ■ Reviewing and documenting current state processes and interfaces at a level of sufficient detail to be used as a basis to identify potential process changes and functionality to be considered for future opportunities
<ul style="list-style-type: none"> ■ Providing LAPD with trends and best practices in public safety systems; focusing on agencies of a similar size to LAPD and trends that are relevant to LAPD 	<ul style="list-style-type: none"> ■ Identifying opportunities for improvement, priority needs and preparation recommendations for the new RMS
<ul style="list-style-type: none"> ■ Describing a future state of that provides context to the modernization 	<ul style="list-style-type: none"> ■ Develop to-be process flows, use cases and interfaces needs through workshops with operational units
<ul style="list-style-type: none"> ■ Developing a set of architecture principals to guide the implementation of the future state 	<ul style="list-style-type: none"> ■ Developing detailed functional requirements, paired with use cases, for inclusion in an RMS implementation RFP
<ul style="list-style-type: none"> ■ Recommending a set of initiatives that can be reasonably applied and support LAPD's migration strategy to implement the future state 	
<ul style="list-style-type: none"> ■ Describing the modernization strategy, embedded in these initiatives, at a more detailed level 	

Figure 1. Concurrent Two Workstream Approach



While within Gartner's consulting capabilities, the scope does not include:

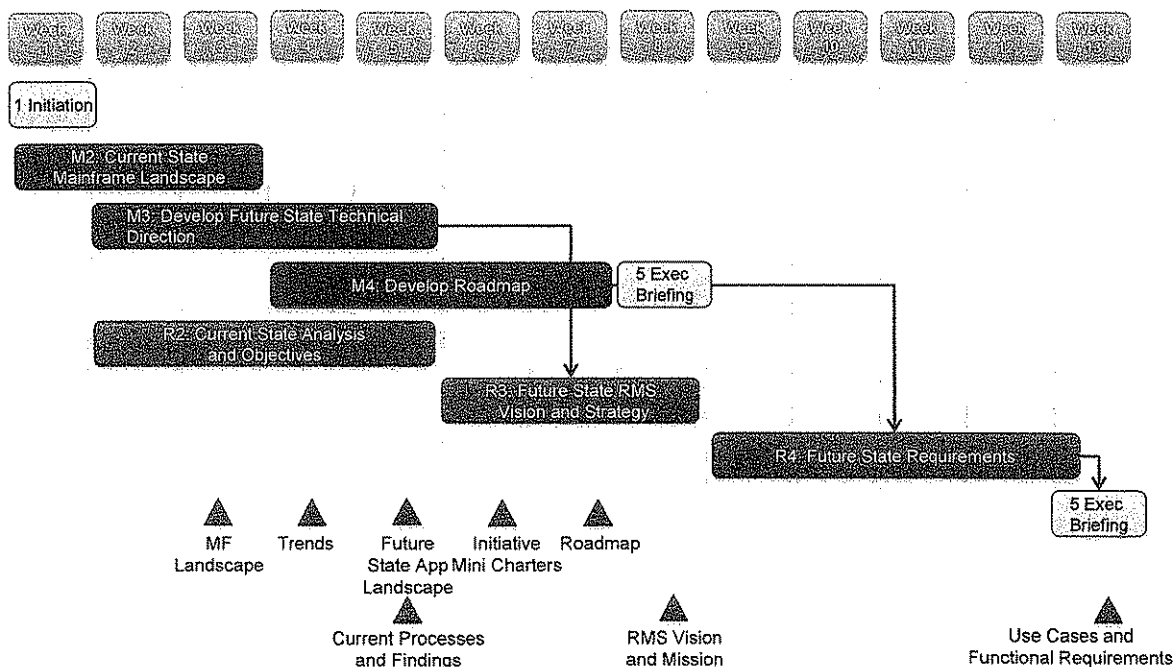
- Mainframe architecture quality assessment
- RMS technical requirements, including: (Gartner will provide best practice requirements where applicable)
 - Technical interface specifications and interface control requirements
 - Hardware specifications and configuration requirements
 - Network specifications and configuration requirements
 - GIS and mapping requirements
 - Security requirements
 - Data conversion requirements
 - Transaction processing requirements
 - Testing requirements
- RMS non-functional requirements, including: (Gartner will provide best practice requirements where applicable)
 - System performance and uptime requirements
 - Project management and system delivery requirements
 - Staffing and personnel requirements (Gartner will provide general role information for supporting an RMS)
 - Testing requirements
 - Acceptance requirements

- Maintenance and support requirements
- RFP development

3.2 Detailed Statement of Work

Gartner proposes a thirteen (13) week engagement to complete the two workstream approach that consists of a five steps process. This process is outlined in this section.

Figure 2. Proposed Work Schedule



3.2.1 Initiation

Initiation is Task 1 and is performed for both the Mainframe Modernization Track and the RMS Requirements Track.

Objectives

- Work closely with LAPD to set the foundation for a successful engagement that is delivered on time, within budget and meets LAPD's objectives

Activities Performed By Gartner

- Gartner will hold an initiation meeting with LAPD
 - Communicate and to ensure understanding of the project objectives, scope, schedule, and milestones, roles, responsibilities and required resources for Gartner, LAPD and LA City ITA

- Discuss anticipated risks and mitigation plans, based on lessons learned from past experience. Gartner will gather any relevant background material from LAPD

LAPD Responsibilities

- Ensure attendance at initiation meeting by Project Sponsor, Project Manager and other key stakeholders, as determined prior to initiation

Deliverables

- Initiation meeting materials
- Draft project schedule and plan

Timeframe

- Week 1

Assumptions

- System and background documentation will be provided 1 week prior to initiation meeting

3.2.2 Current State Mainframe Landscape

The Current State Mainframe Landscape is Task M2 and is performed for the Mainframe Modernization Track.

Objectives

- Understand the application landscape of systems and modules that reside on the mainframe and their dependencies with other applications
- Understand the application capabilities of the mainframe environment

Activities Performed By Gartner

- Review existing documentation, such as architecture diagrams and functional descriptions
- Conduct interviews and/or white board sessions to further clarify the current state
- Identify the mainframe application capabilities
- Capture the mainframe application landscape in a conceptual diagram with high level description

LAPD Responsibilities

- Make personnel and existing documentation available on a timely basis to facilitate aggressive discovery and analysis by Gartner team

Deliverables

- Current state mainframe landscape and capabilities

Timeframe

- Weeks 1-3

Assumptions

- Gartner will conduct up to ten (10) individual or group onsite interviews including but not limited to the following:
 - LAPD CIO
 - LAPD Application Manager(s)
 - ITA
 - Technical lead(s)
 - Vendor(s), where appropriate
 - Interview duration will be up 60-90 minutes in duration
 - Interviews will be conducted over up to three (3) consecutive work days

3.2.3 Future State Technical Direction

The Future State Technical Direction is Task M3 and is performed for the Mainframe Modernization Track.

Objectives

- Capture the high level set of capabilities that drive LAPD's application needs for operational systems
- Understand LAPD's IT direction
- Share Public Safety IT trends and best practices
- Develop a future state model that provides context to the modernization of LAPD's mainframe systems

Activities Performed By Gartner

- Define the scope of operational applications
- Develop baseline capability needs (e.g. records management, dispatch) and understand LAPD's current IT direction
- Present trends and best practices in public safety IT, including discussion of hosted solutions
- Conduct an architecture principles workshop to constrain the implementation options and align with LAPD's direction
- Conduct a future state workshop
- Develop the future state application landscape

LAPD Responsibilities

- Make personnel available on a timely basis to facilitate aggressive analysis by Gartner team
- Review and validate Gartner findings

Deliverables

- Public Safety IT trends and best practices session
- LAPD architecture principles
- Future state application landscape

Timeframe

- Weeks 2-5

Assumptions

- Public Safety IT trends and best practices session will be conducted over a two (2) hour period
- LAPD architecture principles session will be conducted over a two (2) hour period
- Future state application landscape session will be conducted over a two (2) hour period

3.2.4 Roadmap

The Roadmap is Task M4 and is performed for the Mainframe Modernization Track.

Objectives

- Recommend a sequenced set of initiatives, at a high level, to implement the future state
- Describing the modernization strategy, embedded in these initiatives, at a more detailed level

Activities Performed By Gartner

- Develop initiatives to implement the future state at a "mini charter" level
- Describe the mainframe migration approach within the set of initiatives
- Develop preliminary sequencing of initiatives
- Conduct a roadmap workshop
- Develop the roadmap of initiatives

LAPD Responsibilities

- Make personnel available on a timely basis to facilitate implementation planning by Gartner team
- Review and validate Gartner's recommendations

Deliverables

- Initiative “mini charters”
- Mainframe migration approach
- Roadmap

Timeframe

- Weeks 4-7

Assumptions

- Roadmap workshop will be conducted onsite over a two (2) hour period
- Executive briefing will be provided at the end of this task (week 8)

3.2.5 Current State Analysis and Objectives

The Current State Analysis and Objectives is Task R2 and is performed for the RMS Requirements Track.

Objectives

- Establish foundational understanding of LAPD’s current state, business and technical needs, department and business unit-specific objectives
- Include key stakeholder perspectives in the planning process

Activities Performed By Gartner

- Review existing documentation including, but not limited to: LAPD IT and business strategic plans, governance and organizational data, current data and reporting requirements, relevant policy information, interface data
- Interview LAPD stakeholders – meet with and observe LAPD processes for key business units
- Document high level as-is findings, interfaces, document and report needs.; identify ‘pain points’ and high level opportunities for improvement

LAPD Responsibilities

- Confirm and schedule interviews
- Review findings and help refine; provide relevant context to assure accuracy of interpretation of existing documentation and operations

Deliverables

- Current state findings and analysis summary

Timeframe

- Weeks 2-5

Assumptions

- Gartner will conduct up to nineteen (19) individual or small group onsite interviews; Interviews will be up to 90 minutes in length
- Gartner will observe up to four (4) business processes; process reviews will be up to 60 minutes in length
- Consolidated deliverable for Task 2 will be reviewed in a findings review will be conducted via teleconference and reviewed onsite in conjunction with future state workshop (Task 3)
- Deliverables will be provided in MS PowerPoint format

The following operational groups have been defined for inclusion in current state analysis and requirements development processes tasks. The number of interviews for each operational group is noted (#) based on process ownership responsibilities and process complexity:

- (3) Records and Identification – to support wants/warrants, vehicle processing, criminal history, etc.
- (4) ARMA – to support all data entry for crime reports, data entry, statistics and reporting requirements
- (2) Jail – to support intake/arrest and booking and release
- (1) Watch Commander
- (2) Operations Bureau – to support all in field reports, FI cards
- (1) Detective Bureau
- (1) Property and Evidence – current state and possible interface to planned property and evidence system; to include Property and Evidence system Project Manager
- (1) Crime Lab – current state and possible interface to planned crime analysis system
- (1) Traffic Enforcement
- (1) Internal Affairs
- (1) Use of Force Division
- (1) Personnel/CHRIS team

3.2.6 Future State RMS Vision and Strategy

The Future State RMS Vision and Strategy is Task R3 and is performed for the RMS Requirements Track.

Objectives

- Based on analysis conducted in Task 2, establish LAPD's future state vision for RMS

Activities Performed By Gartner

- Conduct future state vision and strategy workshop – review market capabilities and trends, summarize LAPD opportunities and high level alternatives for further consideration/analysis

- Prepare vision and mission statement and project charter

LAPD Responsibilities

- Confirm and schedule workshop
- Provide input and decisions in support of completing future state vision and alternatives

Deliverables

- Vision and mission statement and project charter

Timeframe

- Weeks 6-8

Assumptions

- Future state vision and strategy workshop will be conducted onsite; workshop will be conducted in a single session, up to three (3) hours (this workshop will be paired with the current state findings summary resulting from Task 2)
- Review of final documents will be conducted via teleconference at the end of Task 3
- Deliverables will be provided in MS PowerPoint format

3.2.7 Future State Requirements

The Future State Requirements is Task R4 and is performed for the RMS Requirements Track.

Objectives

- Develop a clear, consensus-driven set of uses cases and functional requirements for inclusion in LAPD's RMS RFP

Activities Performed By Gartner

- Conduct stakeholder future state interviews and workshops
- Define customer-centric services model representing LAPD processes and reporting requirements to be addressed by future RMS solution
- Develop to-be process work flows and high level functional work streams
- Develop use cases and function requirements

LAPD Responsibilities

- Schedule and participate in workshops and requirements sessions per the project schedule
- Provide feedback and finalize task deliverables

Deliverables

- Use cases
- Functional requirements

Timeframe

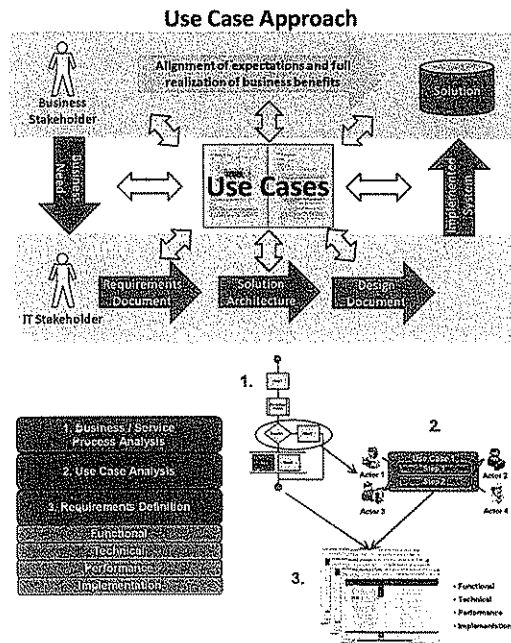
- Weeks 9-13

Assumptions

- Gartner will conduct up to eight (8) half day onsite workshops with LAPD operational units to develop up to thirty (30) draft Use Cases
- Gartner will review draft use cases and requirements with LAPD during two (2) half-day workshop conducted onsite
- Task does not include non-functional or technical requirements
- Task does not include concept technical architecture
- Task does not include detailed alternatives analysis
- Deliverables will be provided in MS PowerPoint and Excel formats

Gartner will use the 'use case' approach and is identified as a deliverable. This approach is foundational for understanding the 'day in the life' of the business need and requirements.

- Use Cases inform future-state process documentation and system requirements describing *what* the system must do to support specific client processes.
- Use Cases *do not typically describe how* the system should behave
- Use Cases are *user centric* – they take the perspective of a user (actor), as they interact with the system
 - Each use case should focus on meaningful processes with well-defined start and end points
 - Use cases encourage us to focus on alternate ways of reaching the business goal
- Use cases provide a *business viewpoint*, rather than simply identifying raw individual requirements, enabling the client to compare solutions.
 - Focus on business needs and objectives, not technology. Technology can inform discussions and analysis.



3.2.8 Executive Briefing

The Executive Briefing is Task 5 and is performed for both the Mainframe Modernization Track and the RMS Requirements Track.

Objectives

- Communicate the overall findings and recommendations
- Complete the engagement

Activities Performed By Gartner

- Hold briefing to review and discuss engagement approach, findings and recommendations
- Deliver finalized deliverables

LAPD Responsibilities

- Make personnel and available on a timely basis to facilitate implementation planning workshop by Gartner team
- Participate in review and validation of Gartner Final Report and Executive Briefing

Deliverables

- Executive summary
- Finalized deliverables

Timeframe

- Week 8 – Mainframe Modernization Track
- Week 13 – Requirements Track

Assumptions

- Executive briefing will be conducted onsite
- An executive briefing for the Mainframe Modernization Track will be conducted approximately week 8 (or the completion of the Mainframe Modernization Track)
- An executive briefing for the Requirements track will be conducted approximately week 13 (or the completion of the Requirements Track)
- Executive briefing will be based on and include content from final deliverables and will not exceed 20 slides
 - Executive Briefing
 - Executive Briefing

3.3 Summary of Deliverables

The following tables summarizes the deliverables presented in is Statement of Work for the two work streams.

Table 2. Mainframe Modernization Strategy Deliverables

Deliverable	Description
Current state mainframe landscape and capabilities	<ul style="list-style-type: none"> ■ 2-3 architecture diagrams with bullet form narrative to depict applications/modules, interfaces, dependencies, boundaries and underlying technologies ■ List of capabilities and descriptions ■ Format: MS PowerPoint
Public Safety IT trends and best practices session	<ul style="list-style-type: none"> ■ Presentation based on Gartner research and consulting experience ■ Format: MS PowerPoint
LAPD architecture principles	<ul style="list-style-type: none"> ■ ~12 directional architecture choices between contrasting extremes (e.g. buy vs. build) with descriptions ■ Format: MS PowerPoint
Future state application landscape	<ul style="list-style-type: none"> ■ 2-3 architecture diagrams with bullet form narrative to place capabilities within a conceptual model ■ Mapping of capabilities to applications ■ Format: MS PowerPoint
Initiative "mini charters"	<ul style="list-style-type: none"> ■ One page executable initiative overviews, including scope and objectives, high level project plan, ROM cost, risks ■ Format: MS PowerPoint
Mainframe migration approach	<ul style="list-style-type: none"> ■ Narrative with additional detail to describe the mainframe migration approach ■ Format: MS PowerPoint
Roadmap	<ul style="list-style-type: none"> ■ Timeline with sequenced and prioritized initiatives ■ Format: MS PowerPoint
Executive Briefing	<ul style="list-style-type: none"> ■ ~20 slide presentation to summarize the Mainframe Modernization Strategy ■ Format: MS PowerPoint

Table 3. RMS Requirements Definition

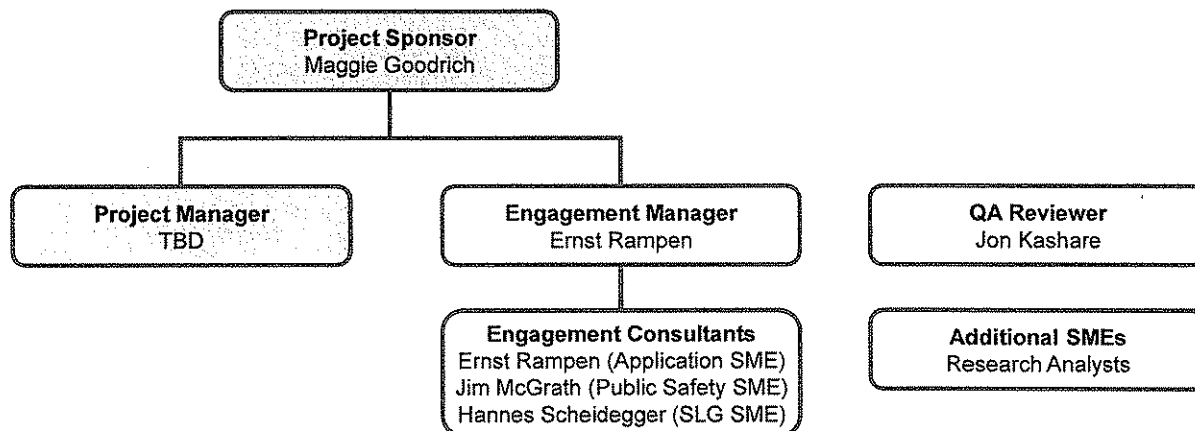
Deliverable	Description
High level current state process descriptions	<ul style="list-style-type: none"> ■ High level workflows for the RMS related business processed for the operational units within the scope ■ Format: MS PowerPoint
Current state findings and analysis summary	<ul style="list-style-type: none"> ■ ~20 slide presentation with major as-is findings, interfaces, document and report needs, pain points and high level opportunities for improvement ■ Format: MS PowerPoint
RMS vision and mission statement and project charter	<ul style="list-style-type: none"> ■ ~5 slide definition of the RMS vision, goals/objectives, overall project charter ■ Format: MS PowerPoint
Use cases	<ul style="list-style-type: none"> ■ ~30 use cases describing the behavior of the to-be RMS from a business perspective ■ Format: MS Word
Functional requirements	<ul style="list-style-type: none"> ■ Requirements matrix with detailed functional requirements and criticality ■ Format: MS Excel
Executive Briefing	<ul style="list-style-type: none"> ■ ~20 slide presentation to summarize the engagement ■ Format: MS PowerPoint

Remainder of this page is left intentionally blank

4.0 Gartner Project Team Organization

Gartner has created an organization structure for this engagement that ensures high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise. The key roles and proposed individuals for the Gartner team are shown below.



Figure 3. Project Team





4.1 Roles and Responsibilities

Following is a description of the roles and responsibilities for this engagement. The Gartner team will work with the LAPD project team to develop a full complement of roles and responsibilities for execution of the project.

Table 4. Project Team Roles and Responsibilities

Gartner Associate & Role	Responsibilities
 Jon Kashare Managing Partner and QA Review	<ul style="list-style-type: none"> ■ Ensure that Gartner activities support LAPD's goals ■ Build and maintain a long-standing relationship with LAPD ■ Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement ■ Ensure value through the Gartner Project Management Life Cycle
 Ernst Rampen Engagement Manager & Applications SME	<ul style="list-style-type: none"> ■ Provide high-level oversight to the project and become more heavily involved should any issue resolution be necessary ■ Be responsible for the day-to-day management of project initiatives ■ Ensure that project deliverables are completed on time and meet the Gartner quality standards ■ Act as the primary point of contact for the Gartner team ■ Work closely with LAPD to ensure that Gartner is meeting its needs

Gartner Associate & Role	Responsibilities
 <p data-bbox="272 527 488 591">Jim McGrath Public Safety SME</p>	<ul style="list-style-type: none"> <li data-bbox="537 327 1187 357">■ Provide day-to-day consulting support for project tasks <li data-bbox="537 363 1219 393">■ Be supported by additional project consultants as needed
 <p data-bbox="240 842 480 959">Hannes Scheidegger State and Local Government Subject Matter Expert</p>	<ul style="list-style-type: none"> <li data-bbox="537 642 1365 697">■ Support the core project team by providing subject matter expertise as needed throughout the engagement <li data-bbox="537 704 1284 759">■ Participate in deliverable creation, deliverable review and client presentations as needed

Remainder of this page is left intentionally blank

5.0 Project Pricing

Gartner proposes to complete the scope defined in this proposal for the firm-fixed price of **\$367,000**. The milestone payments to support the scope of work included in this proposal are noted below. All fees noted include all expenses and costs. Our professional fees are based upon the task details, stated assumptions herein, and level of effort required to perform our work and complete an assignment in a thorough and professional manner.

Table 5. Project Cost Breakdown

Task Number/Name	Deliverable	Payment Amount
1. Task M2 – Current State Mainframe Landscape (includes completion of Tasks 1 and R2)	Current State Mainframe Landscape and Capabilities	\$91,750
2. Task R3 – Future State RMS Vision and Strategy (includes completion of M3 and M4)	Vision and Mission Statement and Project Charter	\$183, 500
3. Task 5 – Executive Briefing (includes completion of R4)	Executive Briefing – Requirements Track	\$97,750
	Total	\$367,000

All invoices are payable net 30 days from date of invoice. While we do not itemize billing for professional services, we agree and will comply with any reasonable requests for records substantiating our invoices.

5.1 Assumptions

The deliverables, schedule and pricing in this proposal are based on the following assumptions:

- LAPD Participation
 - LAPD will designate a project manager to act as the primary point of contact for this project and proposed work streams
 - The LAPD 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 LAPD personnel are available to actively participate in interviews and deliverable/report review sessions as scheduled. In the event that LAPD personnel are not available, a change of scope may be necessary.
 - LAPD will make every effort to review and approve documents within 5 business days. If additional time is needed, LAPD will request an additional period of 10 days before the initial period expires.

- LAPD will schedule its resources for project activities and provide meeting facilities as necessary.
- Interviews, Document Collection and Analysis
 - Gartner assumes that LAPD will provide requested relevant documentation that exists 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. The final document list will be agreed upon between Gartner and LAPD in conjunction with preparation activities for Task 1 (Initiation).
 - Gartner also assumes that the interview schedule will be confirmed prior to the Task 2 interviews. We understand that individual changes may occur and will be worked out to the mutual satisfaction of both parties.
 - All interviews will be conducted on-site at LAPD 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.
 - LAPD will provide working facilities for activities scheduled to occur at the LAPD 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 phase will be in PowerPoint format.
 - Any requests for additional information (beyond the details described in the tasks above) that are made by LAPD may be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this proposal).

5.2 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

Remainder of this page is left intentionally blank

6.0 Appendix – Project Team Bios

Ernst Rampen, Director, Applications Practice

Mr. Rampen has over 20 years of experience as an application development and architecture subject matter expert. Based in Los Angeles, he focuses on applications and technology assessments, strategy and roadmaps, large scale systems integration, agile development approaches and application architecture. His background crosses disciplines including architecture, project management and process development. Project experience includes:

- For a large payment processor – assessed the legacy architecture of a high volume transaction processing system and developed a roadmap for incremental improvement
- For a large state department – assessed the legacy system architecture, developed a future-state architecture and sourcing approach
- For a large state department – assessed the current-state mainframe architecture, developed future-state architecture direction of core applications and technology and assisted with procurement of application modernization
- For a large online payment processor – developed conceptual future-state architecture alternatives and roadmap for a Merchant Reporting Platform, comprised of data management, data warehousing and business intelligence technologies.
- For a large vehicle manufacturer – assessed current dealer CRM and developed future-state options to enable a shift from manufacturing to customer-focused organization.
- For a university campus – assessed risk of a financial application and developed modernization approaches.
- For a state-level Courts services provider – developed a roadmap to develop an enterprise architecture management program, including reference architectures.
- For a large public school system – assessed the requirements management approach of a multi-year development effort, developed a use-case driven requirements process aligned with an agile software development process.
- For a large municipal law enforcement agency – developed the solution architecture of an early intervention system to help comply with professional policing requirements of a Federal Consent Decree.

Prior to Gartner, Mr. Rampen was a Technology Director and Solutions Architect for a leading systems integration firm, focusing on technology strategy and application architecture for clients in State and Local Government, Justice and Public Safety, Education, Health Care and Entertainment.

Mr. Rampen holds a BS in Management Information Systems from the HES School of Business in Amsterdam.

Remainder of this page is left intentionally blank

Jim McGrath, Director, Public Safety

Jim McGrath is a Director with Gartner Consulting supporting critical programs for state and local government clients focused on IT strategy, procurement and project oversight.

Mr. McGrath is an experienced project manager specializing in the Public Safety and Telecommunications industries on large scale change programs. He has extensive experience through a variety of high profile IT projects with a number of clients across several industries; most notably the Metropolitan Police Service (MPS), the City of New York's Police and Fire Departments, United States Marines Corps Systems Command, British Telecom (BT) and EuroPol.

In addition to project management and strategic advisory consultancy services, Mr. McGrath has experience of business and product development, formally a Vice President at Portrait Software International, responsible for global business development in the Public Safety industry and also responsible for Portrait's global public sector product development operation. Mr. McGrath's most relevant experience includes the following:

- Quality Assurance & Strategic Advisor to New York City's DoITT — QA Program Lead for a \$2B Emergency Communications Transformation Program (ECTP) that is delivering business and technical change for the New York Police Department (NYPD) and Fire Department of New York (FDNY) and the City's 911 service. Responsible for quality assuring the program management team and component projects on behalf of the Deputy Mayor for Operations, the program's executive sponsor. Responsible for providing the City and the ECTP Program with strategic options for mitigating risks and ensuring the timely and quality delivery of the program's objectives. Responsible for managing a team of Gartner consultants deployed across the program.
- 911 Systems Replacement Strategy & Risk Assessment for the City of Aurora, Colorado — Public Safety SME for a Computer Aided Dispatch (CAD) replacement project. Responsible for performing an operational and technical gap analysis and risk assessment of the 911 center's current CAD system as part of an overall system replacement strategy engagement.
- E-911 Systems Upgrade Alternatives Assessment for the United States Marines Corps (USMC) — Public Safety SME for an E-911 and NG-911 alternatives assessment. Responsible for reviewing the capability and suitability of the technical infrastructure and systems that support 911 Communication Centers on 13 USMC bases across the continental US (CONUS). Objectives were to validate 911 site surveys performed by USMC; identify and document USMC CONUS Bases E-911 routing and infrastructure; identify any base that Gartner would recommend not receive E911 equipment and to provide the rationale for that recommendation; prioritize the proposed order of E911 implementations; identify potential E911 equipment vendors; identify any E911 that would not be compatible with NG911 solutions.
- Command & Control (C&C) Project Management for the Metropolitan Police Service (MPS) — Responsible for a portfolio of projects delivering change to MPS C&C operations. Delivered an infrastructure upgrade for all hardware, storage, telephony and networks to support C&C during the 2013 Olympic games until 2015. Migration of all C&C infrastructure from existing datacenters into 2 new List-X datacenters. Implementation a new Alarms Management application and technology platform into C&C.
- 911 Call Handling Strategy for New York City's DoITT — Engaged with New York City's Deputy CIO and representatives from the police (NYPD) and fire departments (FDNY)

regarding contact handling strategy. Invited to work with the joint task-force as a CRM domain expert by Gartner Consulting to aid in the development of their contact handling strategy for the City's new 911 service.

- Contact Management / Multi-Channel CRM Consultancy and Project Management for the Metropolitan Police Service — Responsible for leading the analysis & design of a joined-up Emergency and Non-Emergency call center packaged application solution implementation. Role consisted of: analysis, design, specification and configuration of the packaged solution to meet the requirements of the business; Managing a team of 10 consultants. Responsible for evaluating CRM and Call Center vendors through a rigorous and intensive package evaluation process on behalf of the client, evaluated 10 of the leading CRM vendors.
- Head of IT Strategy, Post Office Limited (Consultant to Curve Consultancy)— Responsible for developing an IT Strategy integrated with the Business Strategy. Developed the IT Road Map to support the business achieving their 5 year goals. Responsible for managing third party suppliers to POL, primarily Fujitsu UK.

Prior to joining Gartner Mr. McGrath was a Vice President of Emergency Services and Public Sector for Portrait Software and a Senior Consultant with Unisys. Mr. McGrath holds a Bachelor of Science degree from the University of Hull in the United Kingdom.

Remainder of this page is left intentionally blank

Jon Kashare, Senior Managing Partner, Public Safety

Jonathan Kashare manages Gartner's Public Safety Consulting Practice and focuses on clients in the U.S. and Canada. Mr. Kashare's areas of specialization include critical program management, defining requirements, procurement and implementation of public safety systems, IT strategic planning and contract negotiations. He has extensive experience in large-scale emergency communications and public safety technology, processes and operations. He has experience with computer-aided dispatch (CAD), records management systems (RMS), automated vehicle location (AVL), geographic information systems (GIS), communication center/facilities design and build, radio communications systems and planning, business process re-engineering, and operational and program governance. Mr. Kashare's experience includes all aspects of the project life cycle, from strategic planning and design to acquisition and implementation. Based in Los Angeles, he joined Gartner in 1999.

His recent experience includes the following:

- Quality Assurance/Public Safety Practice Lead:
 - NYC Office of Citywide Emergency Communications – 9-1-1 Consolidation Program
 - Edmonton Police Department – IT Strategic Plan
 - Maui County Police Department CAD upgrade assessment and strategy
 - Calgary Fire Department IT Assessment and Strategic Plan
 - Toronto Police Service IT assessment
 - Palm Beach County Sheriff public safety modernization program assessment
 - Las Vegas Metro Police Department JMS operational assessment and upgrade strategy
 - PRIMECorp RMS service management assessment and strategy
 - California Department of Parks and Recreation CAD strategy
 - USMC 9-1-1 modernization program
- Quality Assurance Program Manager — Program Manager for Gartner's Quality Assurance Team overseeing New York City's consolidation of emergency communications services. This \$1.5B project includes replacement and upgrade of all of NYC's emergency communications facilities, infrastructure and applications in addition to operational consolidation of key emergency communications processes. The Gartner team was responsible for providing objective oversight to develop program strategies, ensuring strategic alignment for the life of the program, project scope and cost validation and budget compliance, oversight of requirements definition and management, risk reporting and delivery assurance.
- Public Safety Modernization Project Manager including responsibilities such as system assessment, strategy, requirements analysis and RFP development, vendor evaluation and selection, contract negotiation and implementation oversight:
 - Fairfield CA
 - Kansas City MO
 - Cincinnati OH
 - Fullerton CA

- Honolulu HI
 - Alhambra CA
 - Pasadena CA
 - Lakewood CO
 - Anaheim CA
 - Ft. Worth TX
- Microwave radio system procurement and implementation — Project manager on an engagement to define functional requirements, develop an RFP, select a system vendor and negotiate the contract for a replacement of the County of Hawaii's existing microwave system. The project also included project oversight during the planned two-year implementation phase.
 - Records management system selection and implementation — Project manager on an engagement to develop the functional requirements and RFP for the Hawaii County Police Department's RMS and imaging systems, as well as contract negotiations and implementation assistance. This project also included analysis and recommendations for networking, hardware requirements and costs, staffing and business processes.
 - Radio communications system selection — Project consultant on a project for Ingham County, Michigan, to develop the functional requirements and RFP for a Countywide public safety communications system. The project comprised both 800 MHz and conventional radio systems for fire and police agencies.

Prior to joining Gartner, Mr. Kashare was a business development consultant for Legacy Management Services, working with IT-related startup companies on business planning as well as marketing, funding and management strategy. He was also managing partner, managed operations, for Ocean Park Locations, a Southern California-based film location firm which specialized in representing and marketing commercial and industrial property for location filming.

Mr. Kashare earned a bachelor of arts from the University of California at Los Angeles. He also earned an MBA from the University of Southern California, specializing in information systems and management consulting.

Remainder of this page is left intentionally blank

Hannes Scheidegger, Managing Partner, State and Local Government, Southern California

Mr. Scheidegger has over 10 years of experience in IT and strategy consulting and currently leads all of Gartner's Public Sector engagements in Southern California. Mr. Scheidegger specializes in IT strategic planning, procurement assistance Quality Assurance and Oversight. Recent experience includes:

- Engagement Lead for the City of Los Angeles, BuildLA Initiative to support the Mayor's Development Services Reform.
- Electronic Health Record (EHR) strategy development and procurement support for large multi-facility care delivery organizations including the Los Angeles County Department of Health Services (LA DHS), Alabama Department of Mental Health and Mental Retardation and California Correctional Health Services among others.
- Engagement Lead in the strategy, requirements development and procurement effort for an integrated Health and Human Services Information Exchange (HHSIE) with the County of San Diego.
- Development of Feasibility Study Report including business case, alternatives analysis and cost model for a multi-facility EHR system.
- Strategy for consolidation of enterprise applications and platforms under a centralized IT organization for the County of San Diego.
- For the California Correctional Health Care Services, developed an RFP for an enterprise-wide Health Care Scheduling System. Documented business processes and system requirements to be included in the RFP using Life of the Case and Use Case methodologies.
- For the California Correctional Health Care Services Project Management Office, conducted a PMO Assessment using the Gartner PPM Maturity Model and developed recommendations for improvement of PMO maturity.
- Developed a Pandemic Influenza Preparedness and Response Plan for the California Department of Corrections and Rehabilitations based on the Gartner Analytical Risk Model (G-ARM).
- Lead the requirements development and RFP development for large public sector IT initiatives, including the California Child Welfare Services/Case management Systems (CWS/CMS), County of San Diego Health and Human Services Information Exchange, CCHCS, LA DHS, and City of Los Angeles BuildLA initiative.

Mr. Scheidegger graduated from the University of Lausanne (Switzerland) with a degree in humanities, and he obtained an MBA from the Graduate School of Management at UC Davis.

Remainder of this page is left intentionally blank

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

Hannes Scheidegger
Managing Partner
Gartner, Inc.
7676 Hazard Center Dr., Suite 810
Telephone: +1 530-400-7147
Facsimile: +1 866 630 9110
E-mail: hannes.scheidegger@gartner.com

APPENDIX B

CONTRACTOR DISCREPANCY REPORT

APPENDIX C

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

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1 CONSTRUCTION OF PROVISIONS AND TITLES HEREIN..... 1

PSC-2 NUMBER OF ORIGINALS..... 1

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT..... 1

PSC-4 TIME OF EFFECTIVENESS..... 2

PSC-5 INTEGRATED CONTRACT..... 2

PSC-6 AMENDMENT..... 2

PSC-7 EXCUSABLE DELAYS..... 2

PSC-8 BREACH..... 2

PSC-9 WAIVER..... 3

PSC-10 TERMINATION..... 3

PSC-11 INDEPENDENT CONTRACTOR..... 4

PSC-12 CONTRACTOR'S PERSONNEL..... 4

PSC-13 PROHIBITION AGAINST ASSIGNMENT OR DELEGATION..... 5

PSC-14 PERMITS..... 5

PSC-15 CLAIMS FOR LABOR AND MATERIALS..... 5

PSC-16 CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED..... 5

PSC-17 RETENTION OF RECORDS, AUDIT AND REPORTS..... 5

PSC-18 FALSE CLAIMS ACT..... 6

PSC-19 BONDS..... 6

PSC-20 INDEMNIFICATION..... 6

PSC-21 INTELLECTUAL PROPERTY INDEMNIFICATION..... 6

TABLE OF CONTENTS (Continued)

PSC-22 INTELLECTUAL PROPERTY WARRANTY 7

PSC-23 OWNERSHIP AND LICENSE..... 7

PSC-24 INSURANCE..... 8

PSC-25 DISCOUNT TERMS..... 8

PSC-26 WARRANTY AND RESPONSIBILITY OF CONTRACTOR 8

PSC-27 NON-DISCRIMINATION 8

PSC-28 EQUAL EMPLOYMENT PRACTICES 9

PSC-29 AFFIRMATIVE ACTION PROGRAM 11

PSC-30 CHILD SUPPORT ASSIGNMENT ORDERS 15

PSC-31 LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR
WORKER RETENTION ORDINANCE..... 16

PSC-32 AMERICANS WITH DISABILITIES ACT..... 17

PSC-33 CONTRACTOR RESPONSIBILITY ORDINANCE..... 18

PSC-34 MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE
OUTREACH PROGRAM 18

PSC-35 EQUAL BENEFITS ORDINANCE..... 18

PSC-36 SLAVERY DISCLOSURE ORDINANCE..... 19

EXHIBIT 1 – INSURANCE CONTRACTUAL REQUIREMENTS 20

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or the the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.

2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.

3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and

CONTRACTOR shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.

7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of the Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTORS** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall 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 years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those

provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration of termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third part's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a CITY contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the CITY for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities;
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for Approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bit, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontract awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable report requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and it providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. **Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interest May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. **Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. **Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. **Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. **Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. **Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of the Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Gartner, Inc.

Date: 12/24/2013

Agreement/Reference: LAPD – Mainframe Modernization and RMS Requirements Definition

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<hr/>	
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers	
<input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> General Liability _____	1,000,000
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	
<hr/>	
____ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	_____
<hr/>	
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	1,000,000
Discovery Period _____	
<hr/>	
____ Property Insurance (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____
<hr/>	
____ Pollution Liability	_____
<input type="checkbox"/> _____	
<hr/>	
____ Surety Bonds - Performance and Payment (Labor and Materials) Bonds	_____
____ Crime Insurance	_____
<hr/>	

Other: Provided to

General Notes:

1)If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2)In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their

INTRADEPARTMENTAL CORRESPONDENCE

March 10, 2014

1.17

TO: Chief of Police

FROM: Commanding Officer, Information Technology Bureau

SUBJECT: REQUEST APPROVAL OF PERSONAL SERVICES AGREEMENT WITH GARTNER, INC. FOR MAINFRAME MODERNIZATION AND RECORDS MANAGEMENT SYSTEM (RMS) REQUIREMENTS STUDY

The Los Angeles Police Department (LAPD) desires to enter into an agreement with Gartner, Inc. (Contractor) to conduct research and prepare a report for Mainframe Modernization and Records Management System (RMS) requirements for the LAPD.

The attached agreement between LAPD and the Contractor is based upon a Request for Proposals issued by San Diego County on February 10, 2010, for a broad range of technology systems services, which include and exceed the services LAPD requires and is authorized to perform. The term of the agreement is for one (1) year with two (2) additional one-year periods. The cost of the agreement is \$397,000. No General Fund monies are required. The Department has available Asset Forfeiture Trust Funds for this purpose.

The agreement has been reviewed and approved as to form by the City Attorney.

If you have any questions regarding this matter, please have a member of your staff contact Maggie Goodrich, Commanding Officer, Information Technology Bureau, at (213) 486-0370.



MAGGIE GOODRICH, Chief Information Officer
Commanding Officer
Information Technology Bureau

Attachments