

AGREEMENT NO.

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
SDI PRESENCE LLC

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and SDI PRESENCE LLC, a Delaware Limited Liability Company, 200 East Randolph Street, Suite 3550, Chicago, IL 60601 ("Consultant").

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in developing a five-year Information Technology plan defining optimal technology support roles of the Port's Information Technology Division, organizational reporting structure, and technical staffing requirements; and

WHEREAS, Consultant possesses extensive experience in dealing with such services; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work").

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

## 2. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article 11 (Termination) hereof.

C. Consultant shall provide the Director of Information Technology with reasonable advance written notice if it or any of its subconsultants requires access to the Project area or any other premises of City's Harbor Department. Access rights, if any, shall be granted in writing to Consultant at the sole reasonable discretion of the Director of Information Technology, consistent with the Scope of Work, specifying conditions, if any, Consultant must satisfy in connection with such access. The foregoing procedure shall constitute the sole mechanism through which Consultant may obtain access to the Project area or any other premises of City's Harbor Department in connection with the Project. Consultant acknowledges that the Project area may be occupied or used by tenants or contractors of City and that access rights granted by City's Harbor Department to Consultant shall be consistent with any such occupancy or use.

## 3. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. One year has lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

4. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Two Hundred Sixteen and Nine Hundred Forty Dollars (\$216,940.00).

C. Consultant shall submit invoices to City upon completion and delivery of the project deliverables as provided below:

<b>Project Deliverables</b>	<b>% Payment</b>	<b>Amount</b>
Project / Communications Plan and Schedule	10%	\$ 17,529
Voice of the Customer Survey Report	15%	\$ 26,293
Business Opportunities Report	15%	\$ 26,293
IT Services Alignment Report	15%	\$ 26,293
IT Project Portfolio	10%	\$ 17,529
Draft IT Strategic Plan	10%	\$ 17,529
Final IT Strategic Plan	25%	\$ 43,824
<b>Sub-Total Strategic Plan</b>	<b>100%</b>	<b>\$175,290</b>
OPTIONAL Application and Technology Assessment Rationalization*	TBD	\$41,650
<b>Total Contract Value</b>		<b>\$216,940</b>

\*For the Application and Technology Assessment Rationalization, the Harbor Department Director of Information Technology shall issue a signed, written document (“Directive”) that outlines any specific services required in connection with the Project Deliverable, provided, however, the total compensation under this Agreement shall not exceed the maximum payable as set forth in Section 5(B) above.

Each such invoice shall be signed by the Consultant and shall include the following certification:

“I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City’s Living Wage Ordinance.

\_\_\_\_\_  
”  
(Consultant’s Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article 8 of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, City shall provide written instructions upon execution of this Agreement.

## 6. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after

completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article 6 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

#### 7. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

#### 8. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See <https://finance.lacity.org/how-register-btrc>.

#### 9. INDEMNIFICATION

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant 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 Consultant'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 Agreement by Consultant 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 Agreement and those allowed under the laws of the United States, the State of California, and the City.

## 10. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

### (1) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000.00) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall have the railroad exclusion deleted.

### (2) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within

Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(3) Workers' Compensation and Employer's Liability

Where applicable, Consultant shall comply with the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(4) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

Notice of occurrences of claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's office.



B. Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Article 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. \_\_\_\_, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Article 10 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with

the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(3) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(4) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

D. Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

E. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

12. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article 1. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

13. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated

and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit D.

14. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy to the fullest extent allowed by applicable law, and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit E.

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>. Consultant shall comply with all RAMP reporting requirements set forth in Executive Directive No. 35 (August 25, 2022), *Equitable Access to Contracting Opportunities*, during the term of this Agreement.

15. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

16. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

17. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

18. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

19. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently

existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

## 20. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

## 21. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Director of \_\_\_\_\_, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

23. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

24. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

The Consultant and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant and/or Subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

25. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit F.



26. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

27. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

## 28. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

## 29. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

## 30. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

## 31. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

32. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

33. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

34. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

////

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By signing below, I attest that I have no personal, financial, beneficial, or familial interest in this Agreement.

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

SDI PRESENCE LLC

Dated: \_\_\_\_\_, 2024

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

\_\_\_\_\_  
(Print/type name and title)

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

\_\_\_\_\_  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_, 2024  
HYDEE FELDSTEIN SOTO, City Attorney  
STEVEN Y. OTERA, General Counsel

By: \_\_\_\_\_  
MINAH PARK, Deputy

Attachments

Rev. 1/5/24

DATE: 12/10/24  
CONTRACTOR/VENDOR NAME: SDI PRESENCE LLC

Account #	544160	W.O. #	_____
Ctr/Div #	0640	Job Fac. #	_____
Proj/Prog #	_____		
Budget FY:    Amount:			
	24/25	\$216,940	
	TOTAL	\$216,940	
<u>For Acct/Budget Div. Use Only:</u>			
Verified by:	_____		
Verified Funds Available:	_____		
Date Approved:	_____		

# EXHIBIT A

## Section 3 Project Organization, Personnel and Staffing

SDI's foundation is in talented, high-caliber individuals guided by the personal and professional principles of honesty, integrity, quality, and a commitment to client satisfaction. This foundation and associated ethics help us to attract and retain a veteran staff that inspires confidence in our clients.

Unlike many consulting firms, SDI's value is not based on the use of junior consultants or subcontractors. Instead, our value is based on the experience of SDI-employed consultants with practical, hands-on, real-life expertise in the proposed functional areas. In addition, our consultants are backed by the extensive knowledge base SDI has developed over the years in providing services to more than 200 California public agencies.

SDI proposes a team of consultants with relevant experience to meet the needs of this important project. Using a team approach benefits the Department by enabling us to run activities and tasks in parallel under accelerated timelines. Our proposed team has extensive hands-on experience in applying technologies specific to municipal agencies, as well as current and proven experience in applying our strategic planning methodology in developing practical plans. ***The proposed team consists of SDI employees - we are not proposing the use of subcontractors.***

None of the members of our proposed team are former Commissioners, officers or employees of the Harbor Department. SDI team members do not have any conflict of interest that need to be resolved or disclosed prior to engaging in business with the Department.



# EXHIBIT A

## Team Biographies

### *Patrick Griffin, Managing Director*

#### *Delivery Executive*

**Role:** Mr. Griffin will serve as the Delivery Executive on the Department's project, bringing his years of experience working with public agencies to support the Department and the project team on this important project. Mr. Griffin will provide management oversight and support to the SDI project team and will interact with the Department team on contractual and business-related items. Mr. Griffin is readily available to support the SDI team, and to provide subject matter expertise as needed throughout the project.

**Biography:** Mr. Griffin has over 40 years of experience in California local government. His municipal experience includes serving in a variety of positions including Controller, Finance Director, Community Development Director, and Assistant City Manager, with the last position including responsibility for citywide budget, information technology, and public communications and outreach. After retiring from the public sector in 2012, Mr. Griffin began a consulting career with NexLevel Information Technology, which merged with SDI in 2017. During his consulting career, Mr. Griffin has been responsible for the completion of several IT Strategic Plans, in addition to ERP and land management system procurements and implementations for local agencies.

### *Rick Keyes, PMP, Prosci Change Practitioner*

#### *Project Manager / Subject Matter Expert*

**Role:** Mr. Keyes will function as the Project Manager, providing direct oversight of project activities and status reporting to the Department, along with providing subject matter expertise during all aspects of the project.

**Biography:** Mr. Keyes is a certified project management professional and joined SDI in 2010. He has more than 25 years of extensive information technology experience, including more than 10 years in senior management positions in state government and nearly 20 years in program/project management and vendor management in demanding public-sector environments. During his career, Mr. Keyes has been responsible for the development and implementation of enterprise IT architecture, policies and strategies, management of all aspects of application development from conceptualization through implementation, training and support, and for the integration of all business/technology solutions regardless of whether developed in-house or by third-party vendors. Mr. Keyes has led or participated in IT assessment and strategic planning efforts for the Cities of Malibu, West Hollywood, Laguna Beach, Burbank, Watsonville, Rancho Palos Verdes, and the West Basin Municipal Water District.

### *Terry Hackelman, Senior Vice President*

#### *Executive Advisory and Subject Matter Expert (SME)*

**Role:** Mr. Hackelman will serve as a strategic advisory throughout the project. He will bring his years of experience working with public agencies and past experience in working with the Port of LA to support the project. Mr. Hackelman will participate in the project planning, kickoff meeting, key stakeholder interviews, and other key tasks as identified by the project team.

**Biography:** Mr. Hackelman is a multi-faceted executive with over 35 years of experience in the IT industry, of which more than 30 have been focused on public sector agencies at the federal, state, and local government levels. He has successfully planned, managed, developed, and implemented innovative technology solutions for public and private sector clients. Mr. Hackelman has demonstrated skills in IT

## EXHIBIT A

management, IT operations, cybersecurity, technology consulting, project management, facilitation, strategic planning, IT product development, systems analysis and design, programming, business process re-engineering (BPR), financial management, and technology assessments. He has a successful track record, including working with more than 130 California local government agencies in enterprise application implementations, IT management, and consulting.

### *Elliott Ellsworth – Project Consultant / Subject Matter Expert*

Mr. Ellsworth will provide subject matter expertise, including a focus on technology security and infrastructure, assisting with the identification and scoping of potential technology projects and providing assistance with the development of project deliverables.

Mr. Ellsworth joined SDI's technology consulting practice two years ago after working in the public sector IT industry for over 30 years. He spent most of his career with the City of Ontario, providing technology expertise in a variety of positions, serving as Executive Director of IT and Chief Innovation Officer since 2005. During his tenure with Ontario, Mr. Ellsworth assumed responsibility for the **Ontario International Airport** technology support when the airport control was transferred from LAWA to the City. Mr. Ellsworth's experience serving in the public sector technology industry for a large inland empire city provides him with significant relevant knowledge and expertise for the Department's IT Strategic Plan project.

Since joining SDI, Mr. Ellsworth has been actively engaged in IT assessment and strategic planning efforts for the cities of Malibu, West Hollywood, Vista, Fontana, Redondo Beach, Placentia, Helix Water District and Elsinore Valley Water District.

### *Brian Ganley – Project Consultant / Subject Matter Expert*

For this project, Mr. Ganley will be SDI's Subject Matter Expert and responsible for performing all tasks associated with the project, including the project deliverables. He will work closely with the Department's IT staff to understand the unique requirements of the Department and work together to provide an effective technology continuity strategy.

Mr. Ganley is an experienced public sector information technology leader, focused on customer service, collaboration with stakeholders, strategic planning, and innovative technology solutions.

Mr. Ganley is a hands-on technologist with strong cybersecurity, network, and infrastructure experience and technical skills. He was the Chief Information Officer for the County of Ventura where he was responsible for a technology staff of 180, supporting nearly 9,000 users and desktops, applications, and communications systems. Prior employment included the Chief Information Officer for the Los Angeles Police Department where he was responsible for leading the Information Technology Bureau, with a staff of 180, supporting 13,500 users and 8,000 desktops, with a budget of approximately \$34 million. In addition, Mr. Ganley was the Chief Information Officer for the City of Glendale and the City of West Hollywood.



## EXHIBIT A

### *Wahab Balogun – Project Consultant / Subject Matter Expert*

**Role:** Mr. Balogun will provide as-needed support to the SDI team, including for example specific activities relating to data extraction and conversion, system testing and validation, process documentation, and training activities.

**Background:** Mr. Balogun is a Senior Project Manager with over 15 years of experience in financial systems and business processes, with expertise in design, planning, project management, issue and risk management, and implementation of enterprise software systems for local government, utility, aerospace, and other government agencies. He also has experience with system configuration, data validation, data migration, and integration management, providing significant expertise in data migration and integrations.

**Related Experience:** Mr. Balogun has worked with several public sector agencies including the cities of Benicia, Chino Hills, Glendale, Indio, Malibu, Monterey, and Palm Springs, along with Anaheim Public Utilities and the Riverside County Transportation Commission.

### *Rob Mucha – Project Consultant / Subject Matter Expert*

**Role:** Mr. Mucha will provide subject matter expertise for all aspects of the project, including data gathering activities and IT organizational assessment.

**Biography:** Mr. Mucha has 20+ years developing, implementing, and maintaining customized computer systems for EDS/HP Enterprise Solutions in State and Local Government, primarily in California. Mr. Mucha is an accomplished, detail-oriented leader with proven expertise in implementing and maintaining complex IT systems built internally or through third-party vendors. Adept at planning and executing projects and identifying areas for improvement, Mr. Mucha applies his in-depth organizational knowledge across multiple departments to influence stakeholder decision-making.

Since joining SDI, Mr. Mucha has assisted in IT assessment and strategic planning efforts for the cities of Redondo Beach, Malibu, and Placentia, along with the Elsinore Valley Water District. He has also been actively engaged with technology-related projects in the cities of Vernon and West Hollywood.

# EXHIBIT A

## Section 4 Project Approach and Work Plan

SDI has developed a comprehensive methodology designed specifically to meet the unique needs of organizations seeking to develop strategic technology plans. This methodology is based on our hands-on experience in working with public sector clients and continues to evolve as new best practices are identified.

SDI believes that a critical component of this project is to ensure that the stakeholders and staff impacted understand the trade-offs, resources, risks, and timelines associated with the project approach, and have appropriate expectations prior to, and throughout, the project life cycle. To accomplish this, SDI's approach includes the following guiding principles:

- ◆ Focus on an open and collaborative process that encourages a consensus among the participants and a shared commitment to the successful and timely completion of a comprehensive strategic plan
- ◆ Use a structured, proven approach to ensure comprehensive understanding of requirements and business needs at all levels of the Department
- ◆ Strive to minimize disruption to daily Department operations throughout the various processes by ensuring a well planned and executed project
- ◆ Fully identify and disclose the potential opportunities as well as the risks involved and provide realistic risk management and mitigation strategies
- ◆ Ensure that stakeholders and users have and maintain realistic expectations throughout the process.

It is important to note that at the cornerstone of SDI's methodology is the focus and emphasis on the involvement and interaction with the department users of technology and those setting the business direction for the Department – providing a “voice of the customer” to the resulting IT Strategic Plan. SDI will incorporate input from all users and stakeholders, up to and including, Executive Management, and the Department's operating departments and divisions.

SDI is familiar with the challenges and issues that can arise in developing such plans. For example, we are skilled at managing multiple, and often conflicting, stakeholder visions, missions, goals, objectives, needs, and priorities. In addition, we are sensitive to the desires of elected and appointed officials and the public for transparency and open government. Our proposed methodology carefully considers project prioritization and includes processes to help manage competing priorities to ensure the resulting plan provides a true Department-wide perspective. We pride ourselves in helping organizations develop plans that are realistic and attainable in terms of available budget, resources and time.

Provided below is a table presenting each task contained in the Department's RFP, along with the associated SDI Methodology Task that responds to each of the Department's RFP tasks.

HARBOR DEPARTMENT TASKS	SDI METHODOLOGY
<b><i>Business and IT Alignment</i></b>	
a) Assess the alignment of ITD's current IT infrastructure, applications, processes, and operational environment to the Harbor Department's organizational goals.	Task 1.5 - Conduct IT Interviews Task 2.2 – Perform Business Applications Analysis
b) Develop a Communications Plan for the IT Strategic Plan Development project.	Task 1.2 – Develop Project Communications Plan

## EXHIBIT A

HARBOR DEPARTMENT TASKS	SDI METHODOLOGY
c) Create strategic initiatives that will set the foundation to drive innovation by conducting discovery initiatives which include, but not limited to Stakeholder Surveys; Business Stakeholder Interviews; IT Team Interviews.	Task 1.5 – Conduct IT Interviews Task 1.6 – Conduct “Voice of the Customer” Survey Task 2.1 – Conduct Department Interviews
d) Identify main strategic themes.	Task 2.4 – Develop Findings and Recommendations Task 2.5 – Publish Business Opportunities Report
<b><i>Emerging and Innovative Technologies</i></b>	
a) Identify, prioritize, and assess current and future key IT initiatives that align with business goals and objectives.	Task 4.1 – Identify & Evaluate Applicability of Emerging Technologies Task 4.2 – Develop IT Project Portfolio Task 4.3 – Conduct IT Project Prioritization Workshop
b) Assess ITD’s current cloud and on-premises enterprise infrastructure strategy and provide recommendations on improvements.	Task 3.1 – Conduct IT Services Assessment Task 3.2 – Develop IT Services Scorecard Task 3.3 – Develop Findings and Recommendations Task 3.4 – Publish IT Services Alignment Report
c) Assess the feasibility of implementing innovative solutions including Artificial Intelligence.	Task 4.1 – Identify & Evaluate Potential Applicability of Emerging Technologies
<b><i>Technology Organization and Operational Excellence</i></b>	
a) Assess IT organizational reporting structure including roles, skill sets, and identify gaps.	Task 1.5 – Conduct IT Interviews Task 2.3 – Assess IT Organization and Make Recommendations Task 3.1 – Conduct IT Services Assessment Task 3.3 – Develop IT Services Scorecard Task 3.4 – Develop Findings and Recommendations Task 3.5 – Publish IT Services Alignment Report
b) Review operational processes, policies, and procedures to ensure operational efficiency and best practices for IT Service Management, Change Management, and Project Delivery.	Task 1.5 – Conduct IT Interviews Task 2.3 – Assess IT Organization and Make Recommendations Task 3.1 – Conduct IT Services Assessment Task 3.3 – Develop IT Services Scorecard

## EXHIBIT A

HARBOR DEPARTMENT TASKS	SDI METHODOLOGY
	Task 3.4 – Develop Findings and Recommendations Task 3.5 – Publish IT Services Alignment Report
c) Assess functions, composition, and effectiveness of existing IT governance and steering committees.	Task 3.2 – Review Effectiveness of IT Governance Organization Framework
d) Assess IT operational utility software and tools.	Task 3.1 – Conduct IT Services Assessment Task 3.3 – Develop IT Services Scorecard Task 3.4 – Develop Findings and Recommendations Task 3.5 – Publish IT Services Alignment Report

SDI’s overall project approach is presented graphically in Figure 1 below and identifies the phases, tasks, and deliverables for this project.

PHASES	ACTIVITIES	DELIVERABLES
PHASE 1 DISCOVER	1.1 – Facilitate Project Planning Meeting 1.2 – Develop Project Communications Plan 1.3 – Review IT Documentation 1.4 - Conduct Project Kickoff Meeting 1.5 - Conduct IT Interviews 1.6 - Conduct “Voice of the Customer” Survey	<ul style="list-style-type: none"> <li>Planning Meeting Material</li> <li>Communications Plan</li> <li>Documents Request List</li> <li>Kickoff Meeting Presentation</li> <li>“Voice of the Customer” Survey</li> <li>Draft and Final Survey Report</li> </ul>
PHASE 2 INNOVATE	2.1 - Conduct Department Interviews 2.2 - Perform Business Applications Analysis 2.3 – Assess IT Organization and Make Recommendations 2.4 - Develop Findings and Recommendations 2.5 - Publish Business Opportunities Report	<ul style="list-style-type: none"> <li>Interview Preparation Guide</li> <li>Business Application Effectiveness Matrix</li> <li>Draft and Final Business Opportunities Report</li> </ul>
PHASE 3 ALIGN	3.1 – Conduct IT Services Assessment 3.2 – Review Effectiveness of IT Governance Framework 3.3 - Develop IT Services Scorecard 3.4 - Develop Findings and Recommendations 3.5 - Publish IT Services Alignment Report	<ul style="list-style-type: none"> <li>IT Service Management Scorecard</li> <li>Draft and Final IT Services Alignment Report</li> </ul>
PHASE 4 TRANSFORM	4.1 – Identify & Evaluate Potential Applicability of Emerging Technologies 4.2 – Develop IT Project Portfolio 4.3 - Conduct IT Project Prioritization Workshop 4.4 - Publish IT Strategic Plan	<ul style="list-style-type: none"> <li>IT Project Portfolio</li> <li>Prioritization Workshop Materials</li> <li>Draft and Final IT Strategic Plan</li> </ul>

**Figure 1 – Project Approach and Methodology**

Provided on the following pages is detailed information about SDI’s approach and methodology for completing the Department’s IT Strategic Plan update.

### Phase 1 - Discover

This phase includes confirming our understanding, as well as the understanding of the stakeholders, regarding the scope of work and the process for accomplishing the overall objectives of the project. Relevant documentation is requested and reviewed, interviews with IT staff are conducted and the “Voice

## EXHIBIT A

of the Customer” survey link is distributed to all Department employees. Our goal is to define **“where the Department is today”** in its use of information technology and establish a baseline for the development of the IT Strategic Plan.

**Table 1 – Phase 1 Discover**

PHASE	ACTIVITIES	DELIVERABLES
<div style="background-color: #0070C0; color: white; padding: 5px; text-align: center;"> <b>PHASE 1 DISCOVER</b> </div>	1.1 – Facilitate Project Planning Meeting 1.2 – Develop Project Communications Plan 1.3 – Review IT Documentation 1.4 - Conduct Project Kickoff Meeting 1.5 - Conduct IT Interviews 1.6 - Conduct “Voice of the Customer” Survey	<ul style="list-style-type: none"> <li>Planning Meeting Material</li> <li>Communications Plan</li> <li>Documents Request List</li> <li>Kickoff Meeting Presentation</li> <li>“Voice of the Customer” Survey</li> <li>Draft and Final Survey Report</li> </ul>
<b>Task 1.1 – Facilitate Project Planning Meeting</b>		
<p><b>TASK DESCRIPTION:</b> SDI will meet with the Department’s Project Sponsor and other key staff to complete a detailed review of the scope of work, project timeline, deliverables, project participants (i.e. sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, SDI will discuss the tools and templates that will be leveraged.</p> <p><b>DELIVERABLE:</b> Planning Meeting Material</p>		
<b>Task 1.2 – Develop Project Communications Plan</b>		
<p><b>TASK DESCRIPTION:</b> Working with the Department’s Project Sponsor, SDI will develop a comprehensive project communications plan to ensure regular communication regarding project status, potential project risks, and risk remediation activities. The communications plan will establish both formal status reporting protocols and frequencies and informal communications preferences for the organization.</p> <p><b>DELIVERABLE:</b> Project Communications Plan</p>		
<b>Task 1.3 – Review IT Documentation</b>		
<p><b>TASK DESCRIPTION:</b> In order to ensure alignment with the Department’s business priorities, SDI will request and review documentation including, but not limited to, the following items:</p> <ul style="list-style-type: none"> <li>Department Goals, Business Plans, Budgets, and CIP</li> <li>Previous Related Assessments and Plans</li> <li>Department Organizational Chart and Contact Information</li> <li>Technology Governance Agendas and Minutes</li> <li>In Process or Planned Technology Project Documentation</li> <li>IT Disaster Recovery Plan</li> <li>Network Architecture Documentation</li> <li>IT Service Level Agreements and IT Performance Statistics or Activity Reports</li> <li>Technology Vendor Listing and Agreements</li> </ul> <p><b>DELIVERABLE:</b> Documents Request List</p>		
<b>Task 1.4 – Conduct Project Kickoff Meeting</b>		
<p><b>TASK DESCRIPTION:</b> Since the project will have an enterprise-wide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff Meeting also provides the opportunity to introduce the SDI team to the Department staff and should involve senior level management and project sponsors to provide an introduction of this endeavor. It is important that all Department staff that will be involved in the project, regardless of their role, participate in the project kickoff.</p> <p><b>DELIVERABLE:</b> Kickoff Meeting Presentation</p>		

## EXHIBIT A

### Task 1.5 – Conduct IT Interviews

**TASK DESCRIPTION:** SDI will conduct interviews with IT staff as part of its assessment to determine whether the IT infrastructure and support organization is prepared to support the future needs of the Department. The interviews with IT personnel will allow for an open discussion regarding IT service delivery and the Department's information technology needs. SDI will work with the Department's Project Sponsor to identify the appropriate number of interviews and participants for the interviews. Typically, the interviews will be aligned with major IT functional areas such as help desk, cyber, data center, network/telecommunications, application support (i.e., ERP, GIS, CAD/RMS, Website, Document Management, etc.), PMO, CIO, and Administration. For some significant functional areas, it is anticipated that multiple interview sessions will be required. The IT interviews will focus on the following:

- What components of the Department's IT infrastructure and/or applications do you support?
- What services do you provide to the user community and what are your service level goals?
- What IT best practices are you using?
- What issues or challenges are you encountering?
- What projects or initiatives are you working on or are planned during the next 18-24 months?

### Task 1.6 – Conduct "Voice of the Customer" Survey

**TASK DESCRIPTION:** SDI will conduct a web-based survey to determine overall satisfaction in terms of IT service delivery and support. The survey will be available to all Department technology customers and provides an opportunity to obtain their input. Survey questions will cover the use and support of core business applications, level of satisfaction with the Department's technical environment, technology training opportunities, mobility and remote access to the communications network, and observations of what works well, necessary improvements, and future plans. Once the survey is concluded, SDI will prepare a "Voice of the Customer" Survey Report. The report will summarize the survey results. SDI will work with the Department's Project Sponsor to determine the level of content from the Survey Report that will be carried into the IT Strategic Plan.

**DELIVERABLES:** Draft and Final "Voice of the Customer" Survey Reports

## Phase 2 - Innovate

The objective of this phase is to gather additional input from Department stakeholders relative to their use of core business applications. It is necessary to have a comprehensive and realistic understanding of how effectively the current applications meet the Department's requirements, the Department's business objectives and priorities, and how the Department desires to use technology as a key enabler in supporting its business. This "look ahead at innovation" must consider that not only is technology evolving rapidly, but so are public expectations regarding timely and easy access to Department services and information transparency. Through a series of workshops and interviews, SDI will document the Department's deployment of applications, the support of those applications, and plans for new or expanded software. Additional tasks will provide an analysis of core application deployments, observations and findings concerning the use and support of the applications, and an action plan for the implementation of applicable recommendations.

# EXHIBIT A

Table 2 – Phase 2 Innovate

PHASE	ACTIVITIES	DELIVERABLES
<p>PHASE 2 INNOVATE</p>	<p>2.1 - Conduct Department Interviews 2.2 - Perform Business Applications Analysis 2.3 – Assess IT Organization and Make Recommendations 2.4 - Develop Findings and Recommendations 2.5 - Publish Business Opportunities Report</p>	<ul style="list-style-type: none"> <li>• Interview Preparation Guide</li> <li>• Business Application Effectiveness Matrix</li> <li>• Draft and Final Business Opportunities Report</li> </ul>
<p><b>Task 2.1 – Conduct Department Interviews</b></p>		
<p><b>TASK DESCRIPTION:</b> SDI will facilitate a series of interviews with Department executives and department employees to provide a forum for input and feedback about the technology service delivery, current business applications, technology roadblocks, and future needs or plans. Prior to the interviews, SDI will provide an Interview Preparation Guide to assist participants in preparing for the sessions. The interviews are an invaluable means of acquiring relevant and important information about the Department’s, business process analysis, workflow, and to provide the basis for recommendations of future technology services and support.</p> <p>SDI recommends on-site, face-to-face interviews to ensure a thorough understanding of concerns and priorities. If necessary, phone interviews may be scheduled to ensure everyone has an opportunity to participate or as follow-up to ensure clarity.</p> <p><b>DELIVERABLE:</b> Interview Preparation Guide</p>		
<p><b>Task 2.2 – Perform Business Applications Analysis</b></p>		
<p><b>TASK DESCRIPTION:</b> The effective selection, implementation, and management of business applications in the Department’s Application Portfolio are critical components in attaining a high-level of staff productivity, cost-effective service delivery, efficient business processes and a positive return on the Department’s technology investment. SDI will evaluate each of the Department’s applications, determining and rating the implementation, features and functionality of the portfolio against current capabilities and user effectiveness, including processes and training. The completed analysis will plot each application into a matrix in one of four quadrants relative to its effectiveness and ease of use and can be used by the Department to identify strategies to more fully leverage the technology investment.</p> <p><b>DELIVERABLE:</b> Business Application Effectiveness Matrix</p>		
<p><b>Task 2.3 – Assess IT Organization and Make Recommendations</b></p>		
<p><b>TASK DESCRIPTION:</b> SDI will review the Department’s existing IT organization, including overall structure, reporting relationships, staffing levels, roles and skill sets of the current team. SDI will provide our observations and recommendations regarding the existing staffing structure and will incorporate our recommendations into the Business Opportunities Report (Task 2.5).</p>		
<p><b>Task 2.4 – Develop Findings and Recommendations</b></p>		
<p><b>TASK DESCRIPTION:</b> SDI will document findings and develop recommendations to enhance the effectiveness of the Department’s existing technology environment through more efficient business processes. SDI will develop recommendations to replace inefficient applications or implement different processes to increase efficiency. These findings and recommendations will be incorporated into the Business Opportunities Report (Task 2.5).</p>		
<p><b>Task 2.5 – Publish Business Opportunities Report</b></p>		
<p><b>TASK DESCRIPTION:</b> SDI will compile the results of the prior activities to create a Business Opportunities Report. This report will provide a department (business and operations) focused perspective on how the core business applications are currently being used, along with the challenges, issues, and opportunities.</p> <p><b>DELIVERABLE:</b> Draft and Final Business Opportunities Report</p>		



# EXHIBIT A

## Phase 3 - Align

Ensuring that the Department’s business and IT staff priorities are in alignment can greatly enhance customer and employee satisfaction, empower teams, achieve business objectives and ensure efficient use of resources in pursuit of the Department’s goals and priorities.

In Phase 3, Align, SDI focuses on evaluating IT services provided by both the internal IT team and external service providers, as well as any formal IT Governance framework implemented and used by the Department to provide technology services oversight. This 360-degree assessment builds on previous phases and tasks, and evaluates the overall alignment of the IT services, resources, and priorities with those of the Department.

**Table 3 – Phase 3 Align**

PHASE	ACTIVITIES	DELIVERABLES
<b>PHASE 3 ALIGN</b>	3.1 – Conduct IT Services Assessment 3.2 – Review Effectiveness of IT Governance Framework 3.3 - Develop IT Services Scorecard 3.4 - Develop Findings and Recommendations 3.5 - Publish IT Services Alignment Report	<ul style="list-style-type: none"> <li>IT Service Management Scorecard</li> <li>Draft and Final IT Services Alignment Report</li> </ul>
<b>Task 3.1 – Conduct IT Services Assessment</b>		
<p><b>TASK DESCRIPTION:</b> Six key operational “assessment dimensions” are reviewed, evaluated and compared against best practices of essential IT delivery components. Weaknesses in any one dimension can adversely influence the overall effectiveness of the organization. The following dimensions specific to the Department’s IT Department are evaluated:</p> <p><b><u>Technology Governance</u></b> - Evaluation of the current IT organization and assessment of its skills, staffing levels, and capability to support operation and maintenance of current and future systems. This will include a review of IT project management practices, planning activities, IT infrastructure refreshment, and the use of oversight committees.</p> <p><b><u>Service Delivery</u></b> - Evaluation of the daily operation of the IT environment including budget, service metrics, maintenance, help desk, configuration management, change management and capacity management.</p> <p><b><u>Business Applications</u></b> - Evaluation of the processes and methods to support the Department’s business software applications.</p> <p><b><u>Security</u></b> - Evaluation of the use of software monitoring tools, virus protection procedures, physical hardware security, network vulnerability, passwords, data backup/recovery processes, physical and data security, integrity planning, PCs, network, firewall, incident response, patch management, anti-virus protection and emergency operations.</p> <p><b><u>Infrastructure</u></b> - Review of the network, servers, desktops, telephony, storage configurations, remote access, data storage, server management, and operational procedures.</p> <p><b><u>Administration</u></b> - Review of technology procurement processes, contract management, vendor management, software license management, budget/charge back management and physical inventory processes.</p>		
<b>Task 3.2 – Review Effectiveness of IT Governance Framework</b>		
<p><b>TASK DESCRIPTION:</b> SDI will review the organization’s existing IT governance processes and protocols to assess the effectiveness of the IT governance framework in providing oversight for technology services. Our review will identify potential areas for improvement of the existing IT governance model to potentially improve on the existing processes. The resulting observations and recommendations will be incorporated into the IT Services Alignment report.</p>		



## EXHIBIT A

### Task 3.3 – Develop IT Services Scorecard

**TASK DESCRIPTION:** Based on our IT evaluation, interviews, assessment dimension ratings, review of project management practices, and the governance framework completed in previous tasks, SDI will develop an overall IT Service Management Scorecard. SDI will use IT Best Practices based on industry standards, such as ITIL, to provide a scorecard that identifies where the Department currently stands and how it compares to other public agencies. The scorecard will focus on the following dimensions: IT Governance, Service Delivery, Business Applications, Infrastructure, Security, and IT Administration.

**DELIVERABLE:** IT Service Management Scorecard

### Task 3.4 – Develop Findings and Recommendations

**TASK DESCRIPTION:** Utilizing the data gathered in previous project activities, SDI will develop findings and recommendations that will be incorporated into the IT Services Alignment Report.

### Task 3.5 – Publish IT Services Alignment Report

**TASK DESCRIPTION:** Incorporating all information developed during the previous phases, SDI will develop an IT Services Alignment Report that details areas that the Department's IT services are not in alignment with the business units and provides recommendations to enhance that alignment, increase efficiency, reduce costs, and provide a foundation for greater IT agility within the Department.

**DELIVERABLE:** Draft and Final IT Services Alignment Report

# EXHIBIT A

## Phase 4 - Transform

In Phase 4, SDI works with the Department to review and analyze the findings of previous phases to identify, define, and prioritize projects that need to be included in the IT Strategic Plan. SDI brings to the Department proven methods and tools to ensure identified projects are well defined, understood by the stakeholders, and prioritized using agreed upon criteria.

During this task, SDI will facilitate a Visioning Workshop, and will develop a Project Portfolio for discussion and prioritization at the Project Prioritization Workshop. This workshop uses a multi-step process to arrive at a Department-wide prioritization of identified projects that will provide the basis for a roadmap within the IT Strategic Plan.

**Table 4 – Phase 4 Transform**

PHASE	ACTIVITIES	DELIVERABLES
<b>PHASE 4 TRANSFORM</b>	4.1 – Identify & Evaluate Potential Applicability of Emerging Technologies 4.2 – Develop IT Project Portfolio 4.3 - Conduct IT Project Prioritization Workshop 4.4 - Publish IT Strategic Plan	<ul style="list-style-type: none"> <li>• IT Project Portfolio</li> <li>• Prioritization Workshop Materials</li> <li>• Draft and Final IT Strategic Plan</li> </ul>
<b>Task 4.1 – Identify &amp; Evaluate Potential Applicability of Emerging Technologies</b>		
<p><b>TASK DESCRIPTION:</b> SDI will provide the organization with a comprehensive overview of technology trends and emerging technologies being considered for IT organizations. Our presentation will include a discussion of the technologies and their potential applicability to functions and processes at the Department. The outcome of this activity may generate specific technology projects for inclusion in the IT project portfolio (Task 4.2).</p>		
<b>Task 4.2 – Develop IT Project Portfolio</b>		
<p><b>TASK DESCRIPTION:</b> SDI will develop a Project Portfolio containing projects identified through our information gathering process with Department staff. For each project, SDI will document the name, description, benefits, cost, level of effort to implement, risk, and implementation period. During the project planning phase, SDI will review the IT Portfolio tool with the Department’s Project Sponsor and PMO lead to ensure it will capture the information needed. In addition, SDI will collaborate with the Department’s Project Sponsor to understand and document the planning constraints (i.e., IT resources, budget, etc.) that may impact the projects considered for the portfolio. The draft Project Portfolio will be distributed prior to the Prioritization Workshop so that attendees can review and be prepared for the Workshop.</p>		
<p><b>DELIVERABLE:</b> IT Project Portfolio</p>		

## EXHIBIT A

### Task 4.3 – Conduct IT Project Prioritization Workshop

**TASK DESCRIPTION:** SDI believes we have many unique and proven methods to develop a successful IT Strategic Plan; however, this activity alone sets us apart from all our competitors. Our Blue Wall approach uses a multi-step prioritization methodology and tools that encourages staff participation and collaboration. The workshop is designed to help drive consensus to obtain Department-wide prioritization of projects. The result of the workshop will be a prioritized list of projects assigned to a timeframe. A primary goal of the workshop is to manage expectations and establish realistic and attainable project implementation timeframes based on available IT resources and budget. In addition, the workshop is designed to identify IT Strategic Plan enabling factors which are defined as key elements that must be in place or occur to allow the Plan to be a success. Examples of enabling factors could include training, staffing, budget, governance, project management, and change management.

**DELIVERABLE:** Prioritization Workshop Materials

### Task 4.4 – Publish IT Strategic Plan

**TASK DESCRIPTION:** SDI will incorporate work products from previous tasks as the foundation for the development of the Department's IT Strategic Plan. SDI will use this information, as well as other information provided by staff and independent research, to create a draft of the IT Strategic Plan and review it with the Department. SDI will revise and update the IT Strategic Plan based on feedback from the Department and will conduct a final technical and quality review of the final IT Strategic Plan before submission to the Department's executive team.

**DELIVERABLE:** Draft and Final IT Strategic Plan

## Optional Scope of Work - Application and Technology Assessment Rationalization

SDI welcomes the opportunity to assist the Harbor Department with the optional application and technology assessment rationalization project. While our strategic planning methodology includes a high-level assessment of Department applications, we understand that you are seeking additional and more detailed information regarding the application portfolio in use. SDI's core competencies include assessing enterprise applications to determine their benefits to the organization, and providing recommendations for potential improvements, re-implementation, or system replacement.

SDI will complete a comprehensive assessment of the Department's existing applications, with the outcome being:

- ◆ Identifying redundant or outdated applications
- ◆ Recommending potential consolidation of redundant applications
- ◆ Streamlining the enterprise infrastructure
- ◆ Identifying opportunities for improvement

SDI will utilize our proven methodology and project approach to complete all aspects of the Department's desired tasks, including:

- ◆ Performing a comprehensive inventory of all business applications within the organization
- ◆ Assessing the functionality, usage, costs, and value of each application
- ◆ Categorizing and prioritizing applications based on their strategic importance, business impact, cost savings, and other relevant factors

## **EXHIBIT A**

At the completion of this portion of the project, SDI will deliver an application rationalization report and roadmap for streamlining the application portfolio based on common/best practices categories.

SDI understands that the department will guide the exact nature and assignment of tasks for the optional scope of work through the use of a directive statement. SDI will work collaboratively with the Department to ensure each directive is clear on scope, level of effort, timeframe, and expected outcome.

# EXHIBIT A

## Section 5 Project Management

A foundational aspect of all SDI engagements is the utilization of project management processes and standards to ensure our clients objectives are met. SDI's approach includes the following:

- ◆ Use of a structured, proven approach to ensure a comprehensive understanding of the Department's requirements and needs
- ◆ Fully identifying and disclosing potential risks and providing realistic risk mitigation strategies
- ◆ Managing the expectations of users and stakeholders throughout the process to ensure a realistic level of expectation upon completion of the IT Strategic Plan
- ◆ Minimizing disruption to daily Department operations
- ◆ Establishing solid project management practices including schedule, time, and resource management; communications management; issues management; risk management; and quality management

We recognize that the Department is interested in more than simply employing an individual to oversee its project – you require the expertise of a proven professional with significant experience and knowledge of local government operations that can provide the Department with the experience and expertise to navigate the complexities associated with the development of a comprehensive IT Strategic Plan. SDI is prepared to support the Port's project with a proven team of dedicated professionals.

SDI's project management framework was developed to help minimize risk, increase opportunities for efficiencies, and ensure that the project remains on schedule. Our approach to these projects is to remain flexible, focus on tasks that our clients direct us to complete, and work collaboratively with our clients to ensure that we are maximizing the use of available resources. SDI is open to modifying and/or adjusting the proposed tasks and is flexible about where our efforts are directed over the course of the project.

The Department's RFP outlines specific required deliverables relating to project management during the development of the Department's IT Strategic Plan. Provided below are the specific required deliverables along with the SDI tasks where those deliverables are described in our proposal.

DEPARTMENT PROJECT MANAGEMENT REQUIREMENTS	SDI METHODOLOGY
Project Kickoff Meeting	Task 1.4 – Conduct Project Kickoff Meeting
Regularly Scheduled Project Team Meetings	Task 1.1 – Facilitate Project Planning Meeting Task 1.2 – Develop Project Communications Plan
Written Progress Reports	Task 1.1 – Facilitate Project Planning Meeting Task 1.2 – Develop Project Communications Plan
Issue/Risk Management Techniques	Task 1.1 – Facilitate Project Planning Meeting Task 1.2 – Develop Project Communications Plan

## EXHIBIT A

SDI's proven methodology incorporates specific tasks and deliverables designed to ensure our projects are completed on schedule and on budget, while minimizing impact on the organization. We are proud of our successful record of completing strategic planning projects for over 100 local government agencies on the west coast and continue to adjust our project approach based on our continued significant experience in the industry.

### KEY ELEMENTS SUPPORTING SDI'S APPROACH

#### *Onsite Versus Offsite Efforts*

SDI's approach to project management is to maximize client engagement throughout the process, and we believe this is best achieved by being onsite during the majority of the project activities. That being said, SDI has successfully managed projects remotely through the use of collaborative tools including Microsoft Teams, SharePoint sites, and other resources. Since each of our clients approaches work activities differently, SDI remains flexible in our approach to onsite versus offsite project management.

#### *Communication During the Project*

SDI prides itself on actively communicating throughout all phases of our projects. Active communication means ensuring that our clients are provided regular project updates utilizing scheduled, written project status reports. Active communication also entails regularly communicating potential project risks, issues, and decision points via telephone, email, and/or in-person discussions with our clients.

Throughout each of the project management activities described in our methodology above, the SDI project manager will be keeping the Port team informed on the status of project activities through both oral and written communications. Regular project status reports will be provided periodically (reporting schedule will be established during Project Initiation activities). In addition, the SDI project manager will be engaging (through emails, telephone and in person) with the Department team and project participants regularly to ensure project activities are progressing and that potential issues are resolved expeditiously.

We are skilled at managing communication with our clients, and quickly adapt to our clients' desired methods of communication. The key to a successful implementation is open two-way communication with our clients.

#### *Project Roles and Responsibilities*

Ensuring clear delineation of roles and responsibilities of the SDI team and the Department participants is an essential component to project success. Part of our Phase 1 activities include a discussion of the various roles and responsibilities of the project team, and who on the team will be responsible for what aspects of the project. Each organization is different, with different skills sets and associated strengths. SDI will work with the Department's Project Sponsor to help define roles and responsibilities and will provide focused support in the areas that are identified as needing additional support.

#### *Optimizing Project Success*

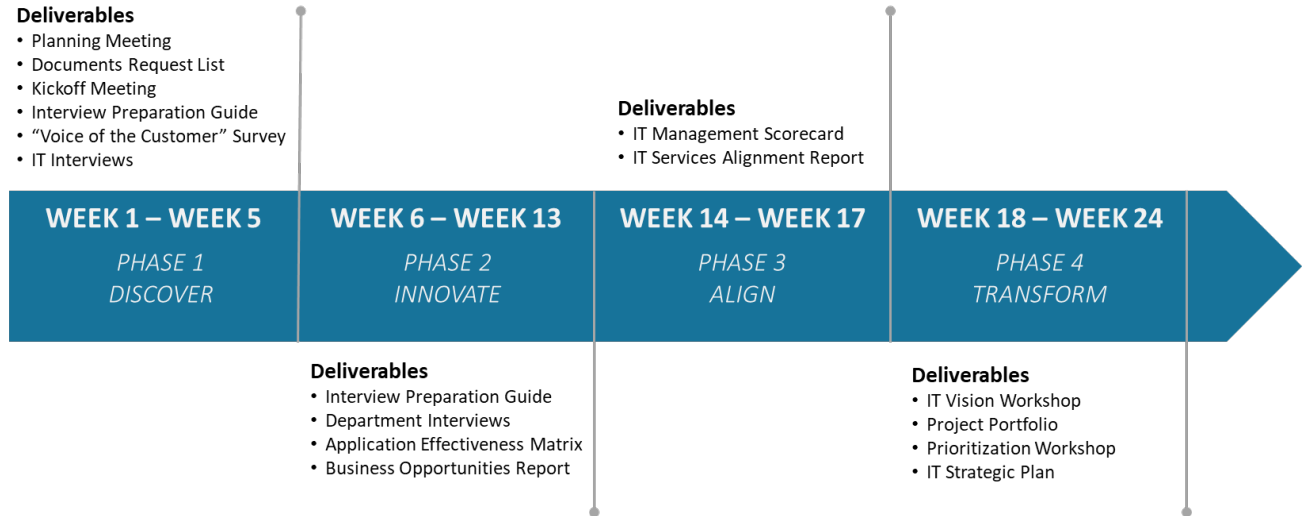
SDI's approach to project management is to serve as our client's **trusted advisor** during development of the IT Strategic Plan. We view our presence on the project to be that as an extension of the Department team, thus representing the Department and acting in the best interests of the organization. Our goal is to minimize disruption to the organization as much as possible and mitigate issues and concerns quickly and efficiently, while ensuring the Department's interests are prioritized and addressed.

Maintaining open lines of communication, monitoring risks and providing risk mitigation strategies are all essential components to help ensure project success. SDI is prepared to provide these services through our professional and dedicated project team.

# EXHIBIT A

## Section 6 Timeline

Based on SDI's experience completing IT Strategic Plans for California organizations, we anticipate the following timeline for the Department's project.



**Figure 2 – Project Timeline**

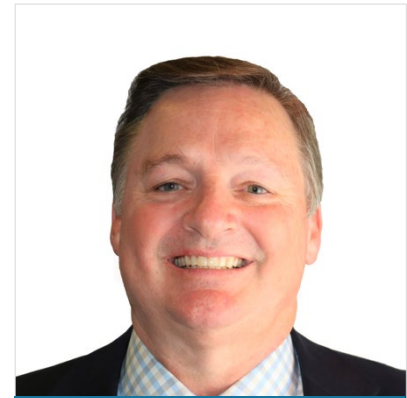
The ability to meet this timeline will be dependent on availability of Department staff throughout the project and the timely review of draft reports by the Department project team.

## EXHIBIT A



### TERRY HACKELMAN

Senior Vice President, Sales



#### EXPERIENCE SUMMARY

As a Senior Vice President of SDI, Mr. Hackelman is an innovative IT Management Consultant that specializes in helping government and utilities agencies plan for and implement technology. Mr. Hackelman is a multi-faceted executive with 30 years' experience in IT service and solution delivery at all levels of government. Mr. Hackelman is a skilled management consultant who has planned, procured, managed, developed, and implemented innovative technology solutions for more than 100 public sector clients.

Mr. Hackelman has held positions from individual performer through executive leadership. He has performed as a business and systems analyst, programmer, project management, portfolio manager, strategic planner, procurement specialist, and organizational consultant. In addition to Mr. Hackelman's professional experience, he holds a degree in Accounting and has passed the CPA and Certified Management Accountant (CMA) exams. Mr. Hackelman's diverse background and experience enables him to provide clients with practical, workable, and innovative solutions that meet client-specific needs.



#### PROFESSIONAL EXPERIENCE

Mr. Hackelman led or participated in more than 60 IT project or service delivery assessment and/or strategic planning projects for local government agencies all of which used SDI's assessment and planning methodology which includes; Project Initiation, Assessment, Strategy Development, and Plan Development. During these projects, Mr. Hackelman performed hands-on activities which included facilitating the project kickoff meeting, reviewing documentation, assessing technology operations, assessing application use within departments, performing interviews with staff, facilitating prioritization workshops, and developing deliverables. The projects resulted in strategic technology plans that were presented and accepted by the client's Council or Board.

##### *Assessments and Strategic Planning*

- City of Fairfield
- City of Folsom
- City of Lake Forest
- City of Lakewood
- City of Manhattan Beach
- City of Novato
- City of Orange
- City of Palmdale
- City of Pico Rivera
- City of Pomona

#### AREAS OF EXPERTISE

- Project Management
- Business Process Analysis
- IT Governance
- Requirements Definition
- Project Plan Development
- Program Management Office
- Strategic Plans
- Operational Assessments
- Best Practices
- Feasibility Studies
- D/R & Business Continuity Plans
- Capital Planning
- Initiative Development
- Initiative Prioritization Workshop
- IT Portfolio Management
- Service Level Measurements
- Policy/Procedure Development
- Facilitation
- Procurement Selection
- Personnel Management
- P&L Administration
- RFP Development
- Contract Negotiation
- Project Portfolio Management

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## PROFESSIONAL EXPERIENCE CONTINUED

- City of Rancho Palos Verdes
- City of Ridgcrest
- City of San Luis Obispo
- City of Santa Clara
- City of Visalia
- City of Santa Cruz
- City of Stockton
- City of Walnut Creek
- City of San Rafael
- City of Huntington Beach
- City of Westminster
- City of Pismo Beach
- City of Redwood City
- City of Cupertino
- City of Port Angeles
- City of Glendale
- City of Rocklin
- City of Ontario
- City of Irvine
- City of Newport Beach
- City of Menlo Park
- City of Oceanside
- Central Contra Costa Sanitary District
- Port of Los Angeles
- Douglas County, Nevada
- Moulton Niguel Water District
- Rancho California Water District
- Sacramento Metropolitan Fire District
- Santa Clara County Fire Department
- Silicon Valley Power
- Sacramento Metropolitan Fire District
- Delta Diablo Sanitation District
- Sonoma County
- Sonoma Marin Area Rapid Transit
- So. Orange Co. Wastewater Authority
- South Tahoe Public Utility District
- Town of Truckee
- Tulare County
- Cosumnes Community Services District
- City of Fresno
- City of Rancho Cordova
- City of Napa
- City of Alameda
- City of Watsonville
- Carson City
- Sacramento Sewer
- Lane County
- Inland Empire Utility Agency
- El Paso County
- City of San Rafeal
- ☒ City of Los Angeles

### **Additional Qualifications**

Mr. Hackelman has completed systems analysis, business process analysis, feasibility analysis, performed requirements definition, crafted requests for proposals (RFPs), completed vendor evaluations, facilitated vendor demonstrations, managed reference checks/site visits, led contract negotiations, and provided project management for the implementation of enterprise-wide solutions. Mr. Hackelman's extensive experience includes many of the technologies used by municipalities and districts such as finance, payroll, human resources, utility billing/customer information system (UB/CIS), enterprise asset management (EAM)/computerized maintenance management system (CMMS), permitting/inspection, e-Government, mobile applications, geographic information systems (GIS), document management, and more.

### **Software Procurement/Selection and Project Management**

- Eastern Municipal Water District (Utility Bill Print, Mail, and Online Customer Service)
- Chino Valley Independent Fire District (ERP)
- City of Chino (ERP)
- City of Fremont (ERP)
- City of La Quinta (Finance, Payroll, HR)
- City of Long Beach (Parking)



### PROFESSIONAL EXPERIENCE CONTINUED

- City of Memphis (ERP)
- City of Paso Robles (Finance, Payroll, HR)
- City of Ridgecrest (Finance, Payroll, HR)
- City of San Luis Obispo (Asset Management)
- City of Santa Clara (Utility Billing)
- City of Stockton (Asset Management)
- City of Glendale (ERP)
- City of Pasadena (Asset Management)
- City of Coronado (Website)
- City of Walnut Creek (ERP & Website)
- City of Sunnyvale (ERP)
- San Joaquin Council of Governments (ERP)
- City of Pismo Beach (ERP)
- Moulton Niguel Water District (ERP)
- Silicon Valley Power (AMI/AMR)
- City of Anaheim (EAM)
- Santa Clara Valley Water District (ERP)
- Consumnes Community Services District (ERP)
- City of Redwood City (ERP)
- City of Merced (ERP)
- City of Fresno (ERP)
- City of Davis (ERP)
- City of Vacaville (ERP)
- City of San Ramon (ERP)
- Silicon Valley Clean Water (ERP/EAM)
- City of Orange (EAM)
- City of Watsonville (EAM)
- Sacramento Municipal Utility District (SMUD) (AMI)
- South Tahoe Public Utility District (ERP)
- Placer County (ERP)
- City of Suisun City (ERP)
- City of Pasadena (EAM)
- City of Half Moon Bay (ERP)

## EXHIBIT A



PATRICK GRIFFIN

Managing Director



### EXPERIENCE SUMMARY

Mr. Griffin is a senior level executive with over 31 years' experience in public sector local agency management. During his career in local government, Mr. Griffin was responsible for every aspect of municipal management, including responsibility for annual budgets, public information dissemination, elected official support, and information technology. Mr. Griffin held a variety of positions including Finance Director, City Treasurer, and Assistant City Manager during his municipal career. Mr. Griffin's knowledge and understanding of local government operations brings SDI clients a resource that is aware of, and sensitive to, the unique requirements of public agencies.



### PROJECT ACCOMPLISHMENTS

#### Assessments and Strategic Planning Projects

Mr. Griffin has led or participated in technology service delivery assessments and strategic planning projects for numerous public agencies. All of the projects involved a detailed review of technology operations, identification of customer needs, prioritization of projects, and/or development of a strategic implementation plan.

- City of Los Angeles
- City of Beverly Hills
- City of Glendale
- City of Fresno
- City of El Segundo
- City of La Quinta
- City of Manhattan Beach
- City of Ontario
- City of Pismo Beach
- City of Rancho Palos Verdes
- City of San Bernardino
- City of Oxnard
- City of Huntington Beach
- City of Ventura
- Port Angeles, WA
- Irvine Ranch Water District
- Inland Empire Utilities Agency
- Las Virgenes Municipal Water District
- East Valley Water District



### AREAS OF EXPERTISE

- Project Management
- Requirements Definition
- Business Process Analysis
- Project Plan Development
- Local Government Operations
- Strategic Plans
- Initiative Development
- Operational Assessments
- Workshop Facilitation
- IT Outsourcing Evaluations
- Feasibility Studies
- RFP Development
- Proposal Writing
- Contract Negotiations

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### PROFESSIONAL EXPERIENCE CONTINUED

#### ERP and Land Management System Procurements

Mr. Griffin has led efforts toward major software system procurements for both Enterprise Resource Planning (ERP) and Land Management System (LMS) projects for the following agencies:

- City of Manhattan Beach
- City of Indio
- Cucamonga Valley Water District
- Coachella Valley Water District
- Carson City, NV
- City of Poway
- City of Newport Beach
- City of Fresno
- City of La Quinta
- City of Paso Robles
- City of Redlands
- Las Virgenes Municipal Water District
- Camrosa Water District
- Lake Arrowhead Community Services District

Mr. Griffin has also served in the role of project manager for the following implementation projects:

- City of Manhattan Beach ERP implementation
- City of Manhattan Beach Land Management System implementation
- City of La Quinta ERP implementation
- City of La Quinta Land Management System implementation
- City of Chino ERP implementation

#### Additional Qualifications

Mr. Griffin's public sector experience included responsibility for the day to day operations of Finance, Information Technology, and Community Development Departments for a full service city. These responsibilities encompassed the management of staff, development of strategic planning activities, annual budget development for operations and capital budgets, and oversight of these functions for the organization.

Mr. Griffin served on the Fullerton Planning Commission for four years. He remains active in a variety of professional organizations including CSMFO, MISAC, and the League of California Cities.



### EDUCATION

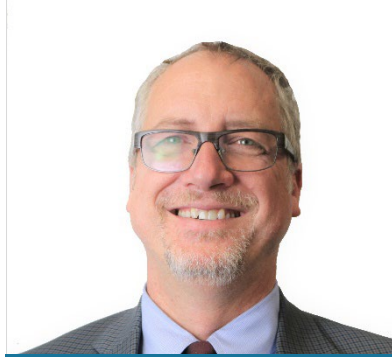
#### California State Long Beach

- Master of Arts, Public Administration

#### California State Fullerton

- Bachelor of Arts, Psychology

## EXHIBIT A



### RICK KEYES, PMP Managing Consultant



#### EXPERIENCE SUMMARY

Mr. Keyes is an information technology management professional with more than 30 years of experience in State and Local government. He has a proven success working with clients in the completion of Information Technology Strategic Plans and enterprise system procurements, including requirements definition, business process analysis, research of technical options, organizational change management, and the successful delivery of innovative solutions to support the goals of the organization. Mr. Keyes is extremely effective at building delivery teams to achieve organizational objectives and implement effective technology solutions.



#### PROFESSIONAL EXPERIENCE

##### *ERP Procurement Project Experience*

Mr. Keyes has managed the procurement process for several local agency Enterprise Resource Planning procurements. These projects entailed a multi-phases approach, including a needs assessment and data gathering process from all areas of the agency, development of comprehensive requirements (Functional; Technical; Data Conversion; Integrations) and a Request for Proposal document, RFP issuance and monitoring, vendor response review and scoring oversight, an in-depth vendor evaluation process, and assistance with contract negotiations. Mr. Keyes participated in and / or managed the following

ERP procurement projects:

CLIENTS	
City of Fresno, CA	City of Carson City, NV
City of Merced, CA	City of Indio, CA
Cucamonga Valley Water District, Rancho Cucamonga, CA	Las Virgenes Municipal Water District, Calabasas, CA
Association of Regional Center Agencies, Inc., CA	City of Glendale, CA
Coachella Valley Water District, Coachella, CA	Association of Regional Center Agencies (ARCA)
City of Redlands, CA	City of Industry, CA
City of Santa Ana, CA	

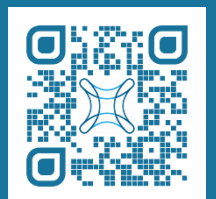
#### AREAS OF EXPERTISE

- Program/Project Management
- Project Prioritization
- Requirements Definition
- Business Process Analysis
- Project Plan Development & Updates
- IT Governance
- Program Management Office
- Staff Planning & Management
- Talent Development
- Vendor/Contract Management
- End-User Training
- Information Technology Strategic Plans
- Initiative Development
- Organizational Change Management
- Operational Assessments
- Policy/Procedure Development
- IT Portfolio Management

#### CERTIFICATIONS

- Project Management Professional (PMP)
- Prosci Change Practitioner

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# EXHIBIT A



## PROFESSIONAL EXPERIENCE CONTINUED

### *ERP Implementation Project Management Experience*

Mr. Keyes has provided project oversight, direct project management or PM support for the implementation of multiple local agencies' Enterprise Resource Planning systems. These projects followed PMI standards and methodologies, including project monitoring and control during project execution, providing support for business process review and system configuration, providing support for conversion requirements development, providing support for User Acceptance Testing, completion of client readiness assessments, support for cutover planning and execution, and completion of a post-implementation evaluation. Mr. Keyes participated in and / or managed the following ERP implementation projects:

CLIENTS	
City of Carson, CA	City of Glendale CA
Las Virgenes Municipal Water District, Calabasas, CA	City of Ontario, CA
City of Indio, CA	City of Vernon, CA

### *LMS Procurement Project Experience*

Mr. Keyes has managed the procurement process for several local agency Land Management System procurements. These projects also entailed a multi-phases approach, including a needs assessment and data gathering process from all areas of the agency, development of comprehensive requirements (Functional; Technical; Data Conversion; Integrations) and a Request for Proposal document, RFP issuance and monitoring, vendor response review and scoring oversight, an in-depth vendor evaluation process, and assistance with contract negotiations. Mr. Keyes participated in and / or managed the following LMS procurement projects:

CLIENTS	
City of Fresno, CA	City of Carson City, NV
City of Merced, CA	City of Gilroy, CA
City of Glendale, CA	City of West Hollywood, CA
City of Santee, CA	City of Chino Hills, CA
City of Indio, CA	City of Newport Beach, CA
City of Malibu, CA	

### *LMS Implementation Project Management Experience*

Mr. Keyes has provided or is currently providing project oversight, direct project management or PM support for the implementation of multiple local agency Land Management Systems. These projects also followed PMI standards and methodologies, including project monitoring and control during project execution, providing support for business process review and system configuration, providing support for conversion requirements development, providing support for User Acceptance Testing, completion of client readiness assessments, support for cutover planning and execution, and completion of a post-implementation evaluation. Mr. Keyes participated in and / or managed the following ERP implementation projects:

## EXHIBIT A

CLIENTS	
City of Paso Robles, CA	City of Glendale, CA
City of Gilroy, CA	City of Chino Hills, CA
City of Santee, CA	City of Vernon, CA
City of Indio, CA	City of Yucaipa, CA
City of West Hollywood, CA	

### ***Additional Procurement Project Experience***

Mr. Keyes has managed or supported the procurement process for multiple state and local agency software and/or software integration procurements. These projects also entailed a multi-phases approach, including a needs assessment and data gathering process from all areas of the agency, development of comprehensive requirements (Functional; Technical; Data Conversion; Integrations) and a Request for Proposal document, RFP issuance and monitoring, vendor response review and scoring oversight, an in-depth vendor evaluation process, and assistance with contract negotiations. Mr. Keyes participated in and / or managed the following additional software and/or software integration procurement projects:

CLIENTS	
City of Watsonville, CA	Massachusetts School Building Authority, Boston, MA
City of Orange, CA	California Prison Health Care Services, Sacramento, CA
City of Vista, CA	

### ***Information Technology Assessment and Strategic Planning Project Experience***

Mr. Keyes has managed or supported the completion of information technology assessments and strategic plans for several local entities. These projects encompass a review of six aspects of enterprise information technology service and support, including IT service delivery, IT infrastructure, business technology applications, IT security, IT administration, and technology governance. Mr. Keyes participated in and / or managed the following information technology assessments and strategic plan projects:

CLIENTS	
City of Fresno, CA	City of Rancho Palos Verdes, CA
City of Watsonville, CA	City of Laguna Beach, CA
City of Malibu, CA	City of West Hollywood, CA
West Basin Municipal Water District, Carson, CA	City of Burbank, CA
City of Temecula, CA	

### **Organizational Change Management Lead, City of Ontario, CA**

Mr. Keyes served as the City's contracted change management lead during the City's Workday implementation project. During his tenure, he organized the City's Change Champion Network and helped lay the foundation for the City's Workday implementation, identifying and tracking change management topics and related

## EXHIBIT A

communication strategies, and supporting the project's Sponsor in preliminary preparations for implementation of the new system.

### **Interim IT Officer, City of Irvine, CA**

Mr. Keyes served as the Interim Information Technology Manager following the resignation of the previous IT Manager. The City's IT team provides support Citywide to department end-user including Administrative Services, Community Development, Community Services, Public Works, Police, City Clerk and City Manager. Accomplishments included engagement of IT with the departments and improvement of customer service, updating of the City's IT Strategy and Plan, engagement with multiple departments on initiation of long-deferred projects, oversight of improvements to both internal network and public facing infrastructure and the hiring of a permanent IT Manager for the City.

### **Patient Health Information Portal Project, California Correctional Health Care Services (CCHCS), Sacramento, CA**

(07/2012 – 09/2013)

#### *Project Manager*

Managed a project which culminated in the implementation of a new healthcare portal including links to all CCHCS healthcare applications as well as the first enterprise-wide electronic, interactive medical form. Also assisted in the procurement of a planned Electronic Health Record (EHR) project, another multi-year, multi-million-dollar project that resulted in the implementation of a full electronic health record for the California Correctional Health Care system.

### **Unit Health Record (eUHR) Project, California Correctional Health Care Services (CCHCS), Sacramento, CA**

(11/2010 – 06/2012)

#### *Project Manager*

Responsible for managing a multi-year, multi-million-dollar project to convert the 33 California state prisons from paper health records to scanned images of those records. Managed solution vendor during application development effort and during setup of necessary infrastructure to ensure that specifications were met for both infrastructure and application performance. Managed the project to successful implementation in a first-in-the-United States "big bang" implementation for this type of project – all sites on the same day. Within the first year, more than 20 million health records had been scanned into the new system.



## EDUCATION

### **University of Wisconsin, Milwaukee / 1991**

- Master of Science in Business Management

### **University of Wisconsin, Madison / 1985**

- Bachelor of Science in Economics



## EXHIBIT A



### ELLIOT ELLSWORTH

Senior Project Manager



#### EXPERIENCE SUMMARY

Mr. Ellsworth has spent more than 30 years providing Information Technology services to local governments as an Executive. As an IT service provider, Mr. Ellsworth has managed teams consisting of various IT professionals to deliver large-scale, complex, solutions. From the latest cloud strategies to enterprise networks, he has been successful with technology implementations and day-to-day operations.



#### PROFESSIONAL EXPERIENCE

**SDI Presence LLC**  
**Senior Consultant**  
(09/2021 – Present)

**County of Placer: FFA, Last Mile Broadband Grant Assistance**

*SDI Presence, Senior Consultant*

Provide support for a \$30m grant application for FFA funds used to expand broadband to unserved and underserved households in the County.

**City of Rancho Cucamonga: ERP Procurement**

*SDI Presence, Senior Consultant*

ERP procurement consultation including needs assessment, vendor solicitation and interviews. Provided project implementation coordination and support.

**Helix Water District: IT Strategic Plan**

*SDI Presence, Senior Consultant*

IT Assessment and IT Strategic Plan for the District

**Elsinore Valley Water District: IT Strategic Plan**

*SDI Presence, Senior Consultant*

IT Assessment and IT Strategic Plan for the District

**City of Fontana: IT Assessment**

*SDI Presence, Senior Consultant*

Conducted and IT Assessment for the City

**City of Vista: IT Strategic Plan**

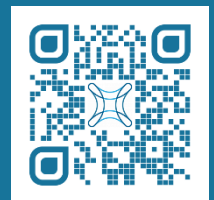
*SDI Presence, Senior Consultant*

IT Assessment and IT Strategic Plan for the City

#### AREAS OF EXPERTISE

- Project Management
- Leadership
- Business Process Analysis
- Technology Management
- Quality Assurance
- Customer Service

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**PROFESSIONAL EXPERIENCE CONTINUED****PREVIOUS TO SDI****City of Ontario, CA**

(09/2019 – 10/2020)

*Chief Innovation Officer*

Transition from Executive Director to the new position as Executive Director of IT to execute a succession plan while still in the organization. This role provided oversight of the “IPA Team” (Innovation, Performance and Audit) based out of the City Manager’s office. The team conducted internal audits to discover and deal with waste, fraud and abuse. Using Qualtrics and other key performance indicator tools, the team tracked and helped develop business unit strategic objectives and KPI metrics across the organization, reviewing current business process and assisting in bringing best practices for improvement and effective change. The team also provided research and consultation relating to organization culture, employee engagement and business continuity. Led innovation and helped the City Manager champion culture changes toward being smarter and more productive using best practices in design thinking, process improvement, key performance indicators and business insight and intelligence.

**City of Ontario, CA**

(05/2005 – 03/2019)

*Executive Director*

Managed and led all IT operations and services as well as served on the Senior Executive team for over 15 years. Implemented contract IT support to Ontario International Airport beginning in 2016. Managed all aspects of technology necessary for a full-service city with 24x7 operations. Examples of key efforts include the planning, design and implementation of a municipal fiber optics network serving residents and businesses with symmetrical gigabit service, Workday HR/Payroll (and most recently adding Financials), City websites design and management ([www.ontarioca.gov](http://www.ontarioca.gov)), Microsoft Office 365 implementation and best of class software solutions for a variety of requirements (library, land management, building permits, utility systems, customer information, GIS, recreation, emergency operations, police and fire systems). Lead efforts to transition to many cloud-based IT solutions and enforce on premise physical security for a robust, hardened and tested network.

**City of Ontario, CA**

(04/1991 – 05/2005)

*Various Positions: IT Project Manager, GIS Manager, Senior Planner, Associate Planner***City of San Jacinto, CA**

(04/1989 – 04/1991)

*Assistant Planner***City of Tempe, AZ**

(05/1988 – 08/1989)

*Planning Assistant***EDUCATION****University of Redlands / 1998**

- Master’s Degree in Business Administration

**Arizona State University / 1989**

Baccalaureates in Science and Design in Urban Planning



## BRIAN GANLEY

Technology Consultant



### EXPERIENCE SUMMARY

Mr. Ganley is an experienced public sector information technology leader, focused on customer service, collaboration with stakeholders, strategic planning, and innovative technology solutions.



### PROFESSIONAL EXPERIENCE

#### County of Ventura, Ventura, CA

(07/2018 – 07/2020)

*Chief Information Officer*

Responsible for the Information Technology Services Department, with a staff of 180, supporting nearly 9,000 users and desktops, applications, and communications systems.

Accomplishments include:

- Managed desktops and users including Sheriff, Fire, Library and Healthcare
- Oversaw technical services, network, and applications divisions
- Improved customer service processes and procedures and performance
- Implemented regular customer service meetings with all customers
- Managed public safety radio system
- Participated in regional fiber and broadband initiatives
- Standardized and improved security posture for desktops, mobile and cloud-based applications
- Supported analog telephone systems into a modern voice over IP digital system
- Supported mobile phones and devices

#### Los Angeles Police Department, Los Angeles, CA

(10/2017 – 07/2018)

*Chief Information Officer*

Responsible for leading the Information Technology Bureau, with a staff of 180, supporting 13,500 users and 8,000 desktops, with a budget of approximately \$34 million, not including personnel. Accomplishments included:

- Presented to executives, stakeholders, City Council, and various Commissions
  - Instilled customer service and change management philosophy for Bureau
  - Managed infrastructure, security, application development, and radio systems
  - Continuous updates of "Top 10" project management and Strategic Plan
  - Directed ongoing implementation of Office 365 and Azure government cloud
  - Oversaw implementation of body worn cameras and in-car video systems
  - Implemented roll-out of 11,500 portable and 4,500 mobile radio replacements
  - Oversaw approximately 10,000 mobile phones and devices
  - Prepared for Windows 10 deployment and virtual desktop implementation
- Directed records management system upgrade



### AREAS OF EXPERTISE

- Application and Infrastructure Management
- Strategic Planning
- Budget Development
- Innovation and Process Improvements
- Large Scale Project Management
- Contract Negotiations and Management
- Team Building

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**PROFESSIONAL EXPERIENCE CONTINUED**

**City of Glendale, Glendale, CA**

(05/2013 – 10/2017)

*Chief Information Officer*

Responsible for all technology functions and requirements of the organization, overseeing divisions for Infrastructure, Applications, and Wireless Communications. Led a staff of 49 with an annual budget of approximately \$19 million.

Accomplishments included:

- Managed 2200 desktops and users in 14 line departments including Police, Fire, Library, and utility
- Presented to executives, City Council, Civil Service Commission, Audit Committee, and others.
- Oversaw infrastructure, applications, and radio divisions
- Planned and implemented a departmental reorganization
- Improved technology governance process and aligned with strategic goals and annual budget
- Managed radio staff as lead agency for ICI regional radio system
- Developed and implemented a technology strategic plan
- Implemented regular customer service meetings with all stakeholders and customers
- Oversaw Project 25 upgrade for the City’s 6 site, 14 channel digital trunked radio system
- Completed a modernization of the Police Department data center
- Upgraded bandwidth and technology for staff and public as part of Central Library remodel
- Standardized and improved security for desktops, mobile and cloud based applications
- Selected and implemented a Citywide open data dashboard including online calls for service
- Oversaw a selection and current 3-5 year implementation of a \$6 million finance and payroll system
- Implemented a \$2 million data center upgrade including virtualization, storage, and disaster recovery
- Converged multiple analog telephone systems into a modern voice over IP digital system
- Participated in utility modernization in collaboration with Glendale Water and Power

**City of West Hollywood, West Hollywood, CA**

(03/2005 – 05/2013)

*Systems Engineer II (04/1999 – 03/2000)*

*Information Technology Management Analyst (08/1998 – 04/1999)*

- Managed a staff of 6 and an annual budget of approximately \$2.2 million
- Responsible for development and budget of the City’s Technology Strategic Plan
- Partnered with Los Angeles County agencies including Sheriff, Library, and Registrar-Recorder
- Presented to executives, City Council, and various Boards and Commissions
- Managed a successful financial system selection and implementation process
- Oversaw the implementation of a land management and permitting system
- Implemented and maintained a records management and document imaging system
- Developed an electronic communications and litigation response policy
- Implemented and maintained a 2 channel radio system for City staff
- Oversaw development of a GIS strategic plan
- Received the Municipal Information Systems of California Excellence in Technology Practices award

**EDUCATION**

<b>California State University, Northridge / 2001</b>	<b>University of Southern California / 1990</b>
• Master of Public Administration	• Bachelor of Science in Business Administration

## EXHIBIT A



### WAHAB BALOGUN Project Manager

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#### EXPERIENCE SUMMARY

Project Manager with over 15 years of experience in financial systems and business processes with expertise in design, planning, project management, issue and risk management and implementation of enterprise software systems for city, utility, aerospace, and other government agencies.

#### PROFESSIONAL EXPERIENCE

**SDI Presence: City of Glendale, City of Indio, City of Benicia**  
(2021-Present)

*Project Manager*

IT technology management and assessment and Land Management System implementation projects involving project management and risk assessment, scope/cost tracking and analysis, data testing and data validation efforts.

**PREVIOUS TO SDI**

**Gandse Company LLC, Los Angeles, California**  
(2014 - 2021)

*Consultant*

Consultant responsible for development of project plans that conform to Software Development Life Cycle (SDLC) standards, status reporting to stakeholders, RFP development, Project management of special projects for utility agencies.

**Northrup Grumman Corporation, El Segundo, California**  
(2004 - 2014)

*Consultant/Business Analyst*

**Program manager responsible for contract compliance for scope, monitoring and controlling costs and schedules on required contracts, including key performance indicators (KPIs) and Service Level**

#### EDUCATION

Master of Business Administration (MBA), California State University, Long Beach  
Bachelor of Arts (BA) in Economics, California State University, Long Beach



#### AREAS OF EXPERTISE

- Project Management
- Budget Planning
- Issue and Risk Management
- Planning
- Quality Assurance
- Customer Service

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## EXHIBIT A



ROB MUCHA

Senior Project Manager



### EXPERIENCE SUMMARY

Extensive experience in government IT service delivery. Respected leader with a proven record of implementing and managing large technical solutions, building customer relationships, improving business processes, and maintaining project team satisfaction. Adept at leading cross-functional and virtual teams to deliver complex IT services.



### PROFESSIONAL EXPERIENCE

#### SDI Presence

(04/2022 - Present)

*LMS Project Manager, IT Strategic Plan Consultant*

Responsible for ensuring that solutions implemented satisfy the business requirements, meet contracted requirements, and deliver the value required by the client. Monitor the Scope of Work, Project Plan, schedule, and budget and ensure that deliverables and milestones are met and that the project is completed on time, within budget, and to the customer's satisfaction.

- Assisting with the implementation of all phases of Tyler EnerGov/EP&L for the City of West Hollywood
- Assisted with the implementation of all phases of Tyler EnerGov/EP&L for the City of Vernon
- Assisted on multiple IT Strategic Plans
- Assisted on multiple LMS procurement reviews
- Actively participated on SDI LMS implementation and IT Strategic Plan debriefs

#### PREVIOUS TO SDI

##### Mucha Consulting

(2013 - 2022)

*Consultant*

Assist businesses and local community organizations in various management, relationship building, research and analysis, strategy, IV&V, and implementation capacities.

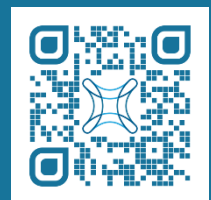
- Participated on Temescal Valley Municipal Advisory Committee, Riverside County Board of Supervisor, Temescal Valley Water Board, and El Sobrante Landfill Citizens Oversight Committee meetings
- Participated on local government public safety, legislative, business, and development meetings and events



### AREAS OF EXPERTISE

- Project Management
- Contract Management
- Change Management
- Business Development
- IT Outsourcing

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## PROFESSIONAL EXPERIENCE CONTINUED

### **Hewlett Packard Enterprise Services / EDS**

(1990 - 2012)

*Account Manager/Project Manager*

HP contract/project manager for the LA County GEARS system, managing application development, data center operations, print/mail services, batch operations, disaster recovery services and help desk services.

- Consistently ranked at the highest customer satisfaction levels in the corporation, exceeded internal financial goals and had very high employee retention
- Built long-term client satisfaction that resulted in several contract extensions and the successful seven-year LA County GEARS new contract procurement
- Sold and implemented several large innovative application and architecture enhancements that improved user satisfaction, productivity, and system performance
- Managed technical teams on innovative implementations, often with tight implementation deadlines. Assisted numerous technical implementations in varying roles. Often assigned to new startup projects or those behind schedule, requiring the ability to learn quickly and adapt to new environments.
- Created and presented large proposals to existing and potential customers
- Designed, developed, tested, and implemented customized computer systems
- Conducted customer analysis and design meetings to determine system needs and specifications
- Performed employee administration activities including hiring, career planning and performance reviews

### **Tickets.com**

(2000 - 2001)

*Implementation Manager*

Helped manage the development, testing and year one rollout of a Major League Baseball (MLB) internet-ticketing application that connected to individual MLB team-ticketing systems.

- Coordinated the testing, training, and implementation of phased rollout to MLB team-ticketing groups
- Met all architecture setup, development, testing and team-rollout milestones

## EDUCATION

### **San Diego State University**

- Bachelor of Applied Science in Business Administration/Information and Decision Systems

## ACCOMPLISHMENTS

### **SDI Vernon Tyler EnerGov implementation**

Assisted in all phases of their Tyler EnerGov implementation including documenting departmental process and data conversion requirements, Tyler screen configuration to customize to Vernon departmental needs, recommending and implementing process improvement, testing, training, and go-live assistance. Worked closely with multiple levels of the city and within Tyler to help ensure requirement compliance and customer satisfaction.



**ACCOMPLISHMENTS CONTINUED****LA County GEARS System Architecture Upgrade**

Implemented several large system architecture improvements within three months of signing the new GEARS contract, including new 24-hour disaster recovery for both the mainframe and web server architecture, a higher speed network with increased redundancy, and the transition to new web servers at multiple locations. Managed activities for both the old and new contracts concurrently because of an overlap in contracts.

**City of Anaheim EVOG Emergency Website**

Worked with the City of Anaheim to develop and implement the Emergency Virtual Operating Center (EVOG), a state-of-the-art Homeland Security internal portal application that provides Anaheim city managers, police and fire officials internet access to key data resources, such as traffic or building security cameras, GIS building blueprint information, GPS information, etc., to help quickly resolve emergency situations. This implementation was the first of its kind and was implemented on two different front-ends within six months. Managed the overall design, development, architecture setup and initial implementation.

**LA County GEARS Web Implementation**

Worked with the Los Angeles County DPSS to implement an innovative "web" front-end to the large GEARS mainframe application that significantly increased user productivity and satisfaction. Redesigned all 500+ GEARS screens and popup windows and developed the browser-based intranet front-end within 12 months. Managed the overall design, development, architecture setup and implementation. Initially developed an unsolicited working proof-of-concept to help gain County approval for the enhancement.

**LA County GEARS System Enhancements**

Worked with the Los Angeles County Department of Public Social Services (DPSS) to implement several large innovative system enhancements that significantly improved user satisfaction and productivity, reporting capability and client experience. Some of the enhancements included redesigning the appraisal and job placement functions, adding multiple-month results screens and reports, providing online access to historical multiple-language PDF notices and reports, and creating system-generated PDF resumes. Often managed multiple complex projects in the same time frame.

**California Statewide Fingerprint Imaging System (SFIS) Implementation**

Worked with the State of California to develop and implement the SFIS fingerprint image-matching system. Managed application development activities of this cutting-edge implementation, while managing the Los Angeles County AFIRM system. Met implementation milestones even with some large scope change requests.

**Customer Proposals**

Assisted large proposal efforts as a proposal manager, technical manager, project manager and/or high-level reviewer while concurrently managing existing account. Typical proposal efforts consisted of system design, costing, the creation of multi-volume proposals, technical and executive reviews, demonstrations, and negotiations.



## EXHIBIT B

### Section 7 Rates, Fees and Budget Control

SDI has carefully considered the Department's RFP requirements, along with considering the size and scope of the organization and our past experience developing the Department's prior strategic plan. Based on these factors, SDI anticipates utilizing 751 hours to complete the IT Strategic Plan, with an associated total cost of \$175,290. This pricing includes all costs associated with project activities, including travel costs for onsite meetings, interviews, workshops, and presentations. Hourly rates for SDI's resources are as follows:

- ◆ Delivery Executive \$250
- ◆ Project Manager \$240
- ◆ Project Consultants \$230

For the optional Application and Technology Assessment Rationalization, SDI anticipates utilizing 200 hours to complete this activity. Applying the rates listed above results in a cost of \$41,650.

SDI will invoice the Department at the completion and delivery of project milestones as provided in the following table:

Project Deliverables	% Payment	Amount
Project / Communications Plan and Schedule	10%	\$ 17,529
Voice of the Customer Survey Report	15%	\$ 26,293
Business Opportunities Report	15%	\$ 26,293
IT Services Alignment Report	15%	\$ 26,293
IT Project Portfolio	10%	\$ 17,529
Draft IT Strategic Plan	10%	\$ 17,529
Final IT Strategic Plan	25%	\$ 43,824
<b>Totals</b>	<b>100%</b>	<b>\$175,290</b>

With regard to the optional Application and Technology Assessment Rationalization activities, SDI will not commence work on this optional scope of work unless / until a directive statement is issued by the Department. SDI will work collaboratively with the Department to develop an agreed upon payment schedule for any optional scope of work items.

## EXHIBIT C

### MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of \_\_\_\_\_ covered by the referenced contract number.

Contract No. \_\_\_\_\_ Division \_\_\_\_\_ Contractor Administrator \_\_\_\_\_

Contractor \_\_\_\_\_ \*Group \_\_\_\_\_ Contract Title/Project \_\_\_\_\_

Contract Amount \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Total Amount Invoiced to Date \_\_\_\_\_

SBE Mandated Participation Percentage \_\_\_\_\_ SBE \_\_\_\_\_ VSBE \_\_\_\_\_

Proposed Subcontractor Percentage \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ OBE \_\_\_\_\_ DVBE \_\_\_\_\_

				PROPOSED		ACTUALS		
#	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DVBE	Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**Directions:**

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount

Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date

Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

EXHIBIT C

\* Group = (SBE/VSBE/MBE/WBE/OBE/DVBE/DBE)

## **EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

### **Sec. 10.8.4 Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the 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, domestic partner 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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, domestic partner 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, the contractor shall certify on an electronic or hard copy form to be supplied, that the 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, domestic partner status, or medical condition.
- D. The 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 provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

## **EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

- 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 the contractor.
- F. Upon a finding duly made that the 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 of Los Angeles. 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 of Los Angeles 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 the 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 the contractor by the City of Los Angeles 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 of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- 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. The 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

## **EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

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, the 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, the 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. A 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 the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, 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;

## **EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

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. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts 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.

## **EXHIBIT E – SMALL BUSINESS ENTERPRISE PROGRAM**

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to [www.sba.gov](http://www.sba.gov) for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be \_\_%, including \_\_% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is \_\_\_\_\_. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$\_ million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

SDI Presence LLC

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE     VSBE     MBE     WBE     DVBE     OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is (1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.



(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: Sharee L. Wolff  
Printed Name: Sharee L. Wolff

Title: CFO  
Date Signed: August 19, 2024

# Consultant Description Form

## PRIME CONSULTANT:

Contract Title: Information Technology Strategic Plan Development Services 2025-2030

Business Name: SDI Presence LLC Company RAMP ID#: 87445

Award Total: \$ TBD MBE

Owner's Ethnicity: <sup>Asian-Indian</sup>            Gender M Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES            NO X (Check only one)

Primary NAICS Code: 541512

Address: 200 E. Randolph Street, Suite 3550

City/State/Zip: Chicago, IL 60601

County: Cook

Telephone: ( 312 ) 580-7500 FAX: ( 312 ) 580-7600

Contact Person/Title: Sharee L. Wolff, CFO

Email Address: swolff@sdipresence.com

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## SUBCONSULTANT:

Business Name: N/A Company RAMP ID#: N/A

Award Total: (% or \$):           

Services to be provided: N/A

Owner's Ethnicity:            Gender            Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES            NO            (Check only one)

Primary NAICS Code:           

Address: N/A

City/State/Zip:           

County:           

Telephone: (    )            FAX: (    )           

Contact Person/Title:           

Email Address:           

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## SUBCONSULTANT:

Business Name:            Company RAMP ID#:           

Award Total: (% or \$):           

Services to be provided:           

Owner's Ethnicity:            Gender            Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES            NO            (Check only one)

Primary NAICS Code:           

Address:           

City/State/Zip:           

County:           

Telephone: (    )            FAX: (    )           

Contact Person/Title:           

Email address:

## EXHIBIT F

### Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

#### (c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of 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." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the 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.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.