

ATTACHMENT 1

Gartner Professional Services Agreement

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Gartner, Inc., with an address at 7676 Hazard Center Drive, Suite 810, San Diego, CA 92108 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY wishes to retain CONTRACTOR to provide "Hybrid IT Operating Model and Job Classification, Compensation, and Mapping Study" services, which are identified in "Phase A" of Exhibit A;

WHEREAS, COUNTY wishes to include in this Agreement an option to retain CONTRACTOR to provide additional "Implementation Budget" services, which would constitute a "Phase B" and would be based on the work performed in "Phase A." COUNTY will have the option to order such "Phase B" services and, if it elects to do so, would enter into an amendment to this Agreement;

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Janette D. Pell at phone number 805-560-1011 the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Pankaj (PJ) Joshi at phone number 201-759-6981 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:
Janette D. Pell
105 East Anapamu Street
Santa Barbara, CA 93101

To CONTRACTOR:
Pankaj (PJ) Joshi
7676 Hazard Center Drive, Suite 810
San Diego, CA 92108

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received

five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES AND OPTION FOR ADDITIONAL SERVICES

CONTRACTOR agrees to provide "Phase A" services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference. COUNTY shall have an irrevocable option ("Option"), upon written notice, to order additional "Phase B" services in accordance with EXHIBIT A during the term of the agreement. Any such Option shall only be exercised upon approval by the COUNTY Board of Supervisors. In the event COUNTY exercises this option, CONTRACTOR shall provide a Scope of Services for "Phase B" services based on deliverables from Phase A. The Phase B services will be added to this agreement via amendment to this Agreement. Under no circumstance shall COUNTY be required to exercise the Option.

4. TERM

CONTRACTOR shall commence performance of Phase A services as described in Section 3 above on October 20, 2021, and end performance upon completion, but no later than December 31, 2022. In the event the COUNTY exercises its Option as described in Section 3, this Term shall be extended until July 1, 2023 or such other time the parties mutually agree upon.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's Phase A services, CONTRACTOR shall be paid for performance of Phase A services under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. In the event that COUNTY exercises its Option as described in Section 3 Scope of Services and Option for Additional Services, CONTRACTOR shall be paid for the performance of the Phase B services under an amendment to this Agreement and in accordance with the terms of an amended Exhibit B. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, experience, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is

engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the Deliverable(s) originally created for and submitted to the COUNTY, provided, however, that CONTRACTOR may use, reproduce, display and distribute excerpts and data from the Deliverables, either alone or together with other material, in the ordinary course of CONTRACTOR's business, so long as such excerpts and data do not identify COUNTY by name or contain any of the COUNTY's confidential or proprietary information, and provided further that CONTRACTOR retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, CONTRACTOR's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Pre-Existing Intellectual Property"). Nothing contained in this Agreement shall preclude CONTRACTOR from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. CONTRACTOR shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that CONTRACTOR shall not use or disclose any of COUNTY's confidential information.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby grants to COUNTY for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any CONTRACTOR "Preexisting Intellectual Property" embodied in the Deliverables including all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by

CONTRACTOR pursuant to this Agreement. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Pre-Existing Intellectual Property and Deliverables provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Deliverables or Pre-Existing Intellectual Property provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

Upon notification of a claim against COUNTY alleging any Contract Deliverable infringes a copyright, patent or trade secret of any third party, CONTRACTOR will defend such claim at its expense and will pay any costs or damages that may be finally awarded against COUNTY. CONTRACTOR will not indemnify COUNTY however, if the claim of infringement is caused by (1) COUNTY's misuse or modification of the Deliverable; (2) COUNTY's failure to use corrections or enhancements made available by CONTRACTOR; (3) COUNTY's use of the Deliverable in combination with any product or information not owned or developed by CONTRACTOR (4) Information direction, specification or materials provided by COUNTY. If any Deliverable is, or in CONTRACTOR's opinion is likely to be, held to be infringing, CONTRACTOR shall at its expense and option either: (a) procure the right for COUNTY to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to COUNTY the fees paid for such Deliverable.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the

audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, upon thirty (30) days advance written notice and opportunity to cure, terminate or suspend this Agreement in whole or in part by written

notice. Upon receipt of notice of termination, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23.

Reserved.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Dated: _____

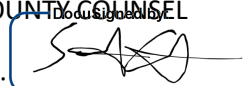
ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONSULTANT:
Gartner, Inc.

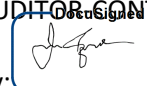
By: _____
Deputy


By: _____
Authorized Representative
Name: Scott Lyon
Title: Director Legal Affairs
Address: 1201 Wilson Blvd. 17th Floor,
City/State/Zip: Arlington, Virginia 22209

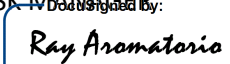
APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL


By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFER, CPA, CPFO
AUDITOR CONTROLLER


By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER


By: _____
Risk Manager

RECOMMENDED FOR APPROVAL:
JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT


By: _____
Department Head

END OF AGREEMENT

EXHIBIT A

SCOPE OF SERVICES

Gartner shall be the individual(s) personally responsible for providing all services hereunder. CONTACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative. The services described in this Statement of Work are designated Phase A. CONTACTOR shall perform the services designated as Phase A. CONTRACTOR shall perform the services designated as "Phase B" if and only if the County exercises its Option as set forth in Section 3 of the Agreement. In the event the County exercises this Option, the parties shall amend this Agreement and this Exhibit A- Scope of Services to include "Phase B" services based on the work performed in Phase A. Under no circumstances shall COUNTY be required to exercise the Option.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

Hybrid IT Model

Prepared for: County of Santa Barbara
Updated: November 5, 2021

Engagement Number: 330070112



Contents

1	Executive Summary
2	Gartner’s Point of View
3	Engagement Approach & Timeline
4	Detailed Statement of Work
5	Gartner as a Strategic Partner
6	Assumptions, Risks & Terms and Fees
7	Appendix (Team Bios, Client References, Case Studies, Additional Detail)



Executive Summary of Proposal for Hybrid IT Model

Santa Barbara County (County) is looking to establish a hybrid IT operating model that can serve as a shared service and solution center to the County departments that it will support. The County is seeking to further understand the considerations and requirements to enable the transition to a stand-alone IT department (ITD).

Based on our experience helping clients design and adopt hybrid IT operating models, Gartner recommends the following multi-step approach:

Step 1: County IT Delivery Model Analysis – Establish ITD's future state IT service delivery model, identify IT capability gaps and inventory; prioritize the County's existing application portfolio.

Step 2: Application Inventory Review – Develop the application inventory and assess the underlying functionality, technologies and skills required for maintenance; identify opportunities and recommendations.

Step 3: ITD Future State Org. Design – Align on ITD's future state org. design and identify new future state roles; develop role profiles for new future state roles.

Step 4: ITD Job Architecture Refresh – Develop the future state job architecture and align job families, series and progressions; develop up to 8 job family guides and conduct mapping of existing roles.

Step 5: ITD Org. Risk & Readiness Assessment – Identify potential business risks and impacts and develop a position transition roadmap and communication plan to manage the organizational change.

Note: *Given the interdependencies between the Hybrid IT Model and IT Job Classifications, Compensation and Mapping Studies, tight coordination between the two efforts is important for maintaining strategic alignment. Gartner's best practice organizational transformation framework, that is core to these studies, will maximize efficiencies and ensure SBC is well equipped to support their IT operating model.*

Additionally, SBC may exercise Optional Phase B, found in more detail on the next slide, to define and prioritize initiatives for implementation of the Hybrid IT Model.

Executive Summary of Proposal for Optional Phase B – Implementation Budget

- As a final deliverable in the Phase A Hybrid IT Model engagement, Gartner will provide an actionable roadmap for the County to prepare for and implement the ITD organizational design efficiently and effectively.
- Because final decisions have yet to be made about the specifics of the transformation, it is difficult to be extremely specific about reskilling by role. Similarly, determining the impact of the size of the workforce in specific roles is difficult until a very specific target-state has been identified. Gartner intends to provide broad but actionable recommendations that can be refined for workgroups and teams as more details about the transformation are determined during the Phase A Hybrid IT Model engagement.
- Gartner is committed to working with the County to scope the effort to calculate an Implementation Budget for the Hybrid IT Model as an outcome of Phase A. This effort will be completed as an optional Phase B at the County's discretion.

Gartner has addressed the County’s role related requirements throughout both the Hybrid IT Model and the IT Job Classification proposals using our simplified best practice approach

Scope of Work Requirements		Proposal(s)	Page Number
Identify the current roles performing in scope IT services / work		Hybrid IT Model – Step 1 & Step 4	27 & 30
Identify talent gaps by undertaking a rapid talent assessment across existing capabilities		Hybrid IT Model – Step 3	29
Develop recommended list of roles that report into the future state ITD		Hybrid IT Model – Step 4	30
Validate existing proposed job families for future state ITD		Hybrid IT Model – Step 4	30
Using existing IT role classification and job family or leveling guidance, and map existing roles to suggested future state role titles, job families, and levels		Hybrid IT Model – Step 4	30
Create role profiles for new roles required.		Hybrid IT Model – Step 3	29
Review proposed IT job families and the levels within each family.		Hybrid IT Model – Step 1 & Step 4	27 & 30
Identify any gaps in the job families and recommend families and / or classifications based on current IT trends and anticipated future needs and correlate that with the Phase I of the Hybrid IT Department.		Hybrid IT Model – Step 4	30
Develop complete class specifications for all classifications within each proposed job family.		Job Classification – Step 1	20
Using updated job specifications, perform a compensation study limited to base pay using the 7 comparator counties listed in the Scope of Work.		Job Classification – Step 1	20
Using updated job specifications, perform a compensation study limited to base pay using the public and private agencies listed in the Scope of Work.		Job Classification – Step 1	20
Make recommendations to the County regarding pay ranges for the new IT families and classifications.		Job Classification – Step 1	20
Survey existing IT staff to understand the tasks they perform in order to make a determination and recommendation on where the employee would fit within the new family and level within that family.		Hybrid IT Model – Step 1 & Step 4	27 & 30
Survey existing staff managers to verify alignment between employee and manager on the tasks the employee performs.		Hybrid IT Model – Step 4	30
Map all existing IT staff to the new structure(s).		Job Classification – Step 2	21

Engagement Overview: County of Santa Barbara Hybrid IT Model



Section 2

1 Executive Summary

2 Gartner’s Point of View

3 Engagement Approach & Timeline

4 Detailed Statement of Work

5 Gartner as a Strategic Partner

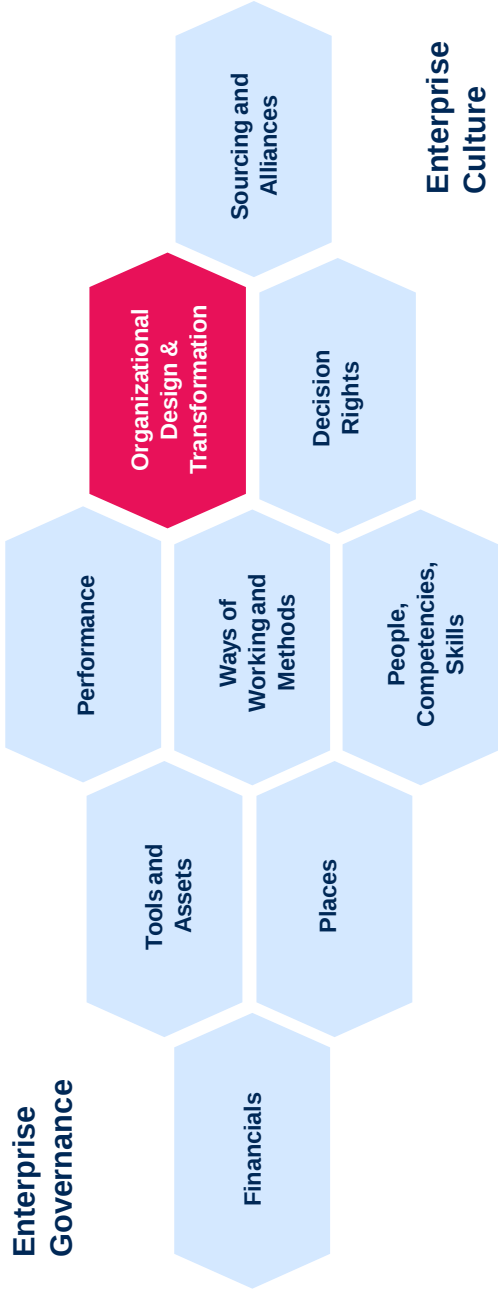
6 Fees, Assumptions, Risks & Terms

7 Appendix (Team Bios, Client References, Case Studies, Additional Detail)



IT organizational transformation unlocks IT’s potential to foster digital business

IT Operating Model

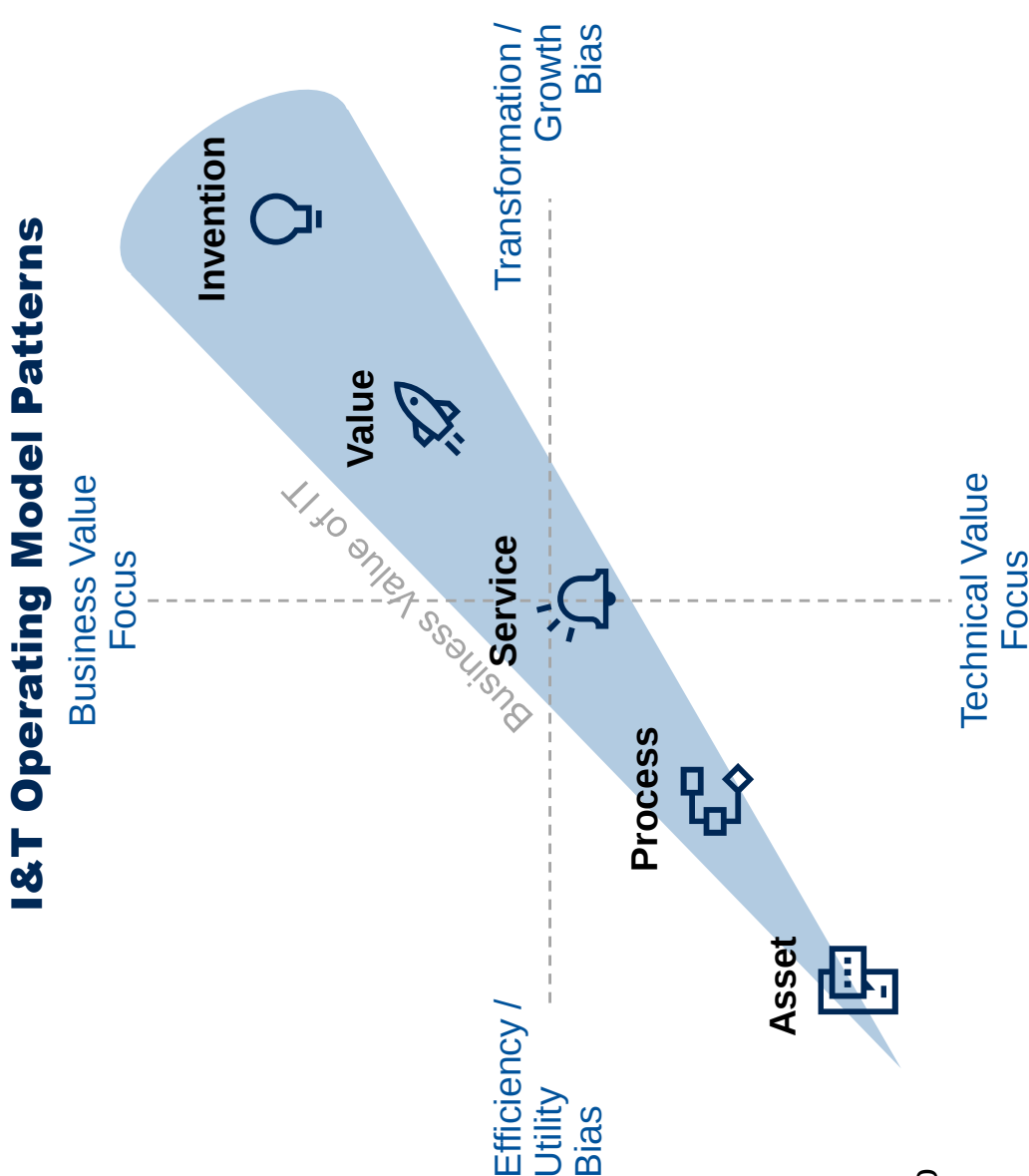


- Every institution should **re-examine its future strategy and organization** in the world of technology where change is driven by the convergence of social, mobile and cloud technologies
- Digital transformation is not just a grand set of strategies. In reality, it is often **a set of small implementations driven by a unifying principle** of leveraging new technologies and services to gain advantage
- Gartner’s view is that **successful IT transformation requires reviewing and changing multiple dimensions** such as enterprise governance and enterprise culture

The Digital Operating Model supports how the enterprise will deliver the information and technology capabilities required to successfully execute its strategy.

Gartner's I&T Operating Model Patterns helps identify your current operating model and design your target organizational design (1/2)

- These patterns are designed to help executives and leaders better understand the **required target state** of their IT operating model based on their business model and strategy, inclusive of digital ambition
- The figure depicts Gartner's five IT operating model patterns on a grid depicting their **focus** (defining value focused on business outcomes versus technical outcomes) and **investment bias** (back-office efficiency versus front-office growth and transformation)
- Each pattern reflects a difference in the **enterprise strategic context** and the anticipated **value from IT**
- Each pattern progressively **becomes more tightly linked to the business and business outcomes**, increasingly focusing on front-office exploitation of IT
- There are **no value judgments implied**
 - The framework only indicates the migration path required to achieve the capabilities inherent in any given model.
 - Which model is “best” is contingent on how the business wants to exploit IT



Gartner's I&T Operating Model Patterns helps identify your current operating model and design your target organizational design (2/2)



The **asset-optimizing** pattern is focused on minimizing the cost of I&T resources (people or technology assets) through consolidation, asset utilization control and life cycle management.



The **process-optimizing** pattern concentrates on the end-to-end cost, standardization and optimization of I&T organizations' processes, rather than assets.



The **service-optimizing** pattern focuses on optimizing the internal customer's experience, while explicitly achieving contractually negotiated cost and quality goals — it is focused on service outcomes.

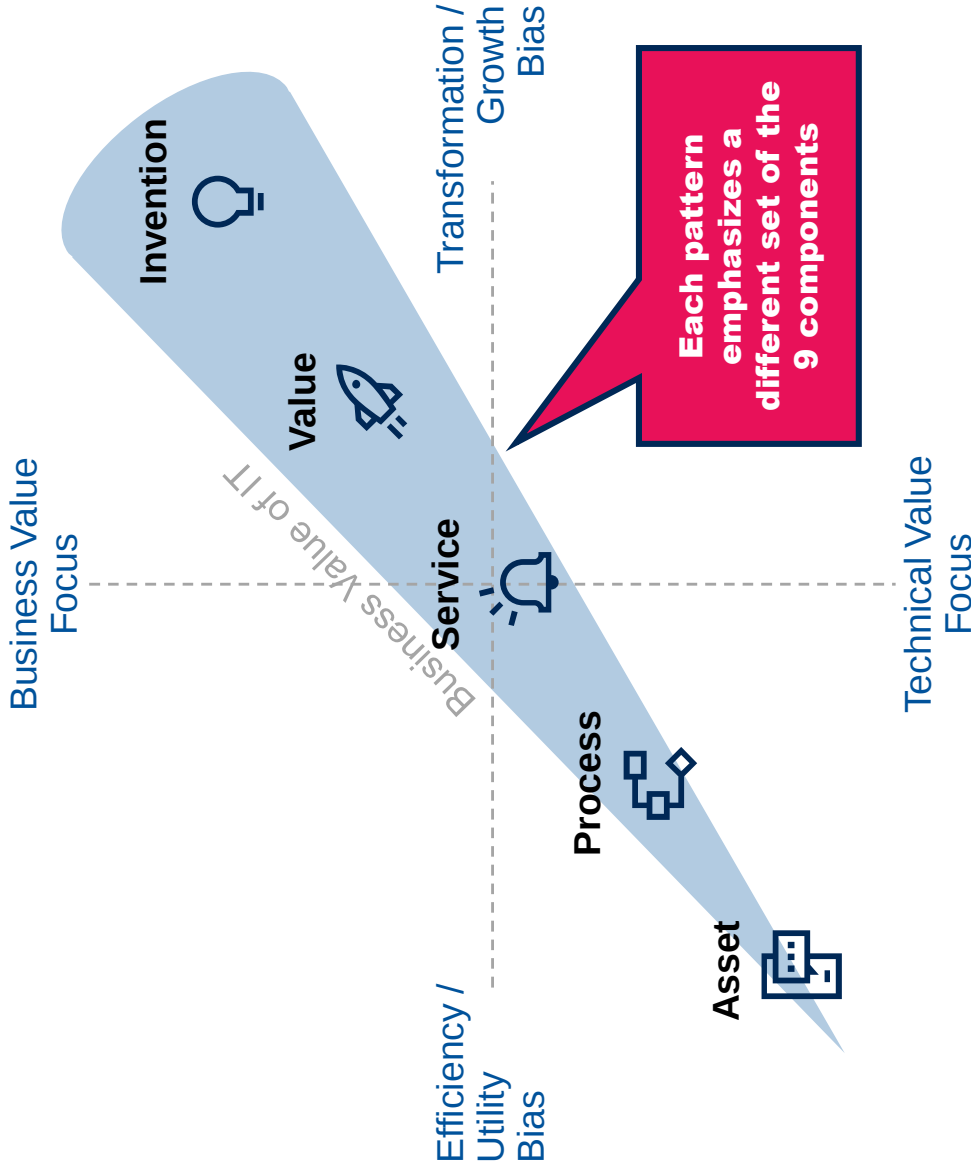


The **value-optimizing** pattern describes models that leverage I&T for clear enterprise competitive advantage. This pattern focuses on digital business transformation, in particular on increasing revenue from products and services.

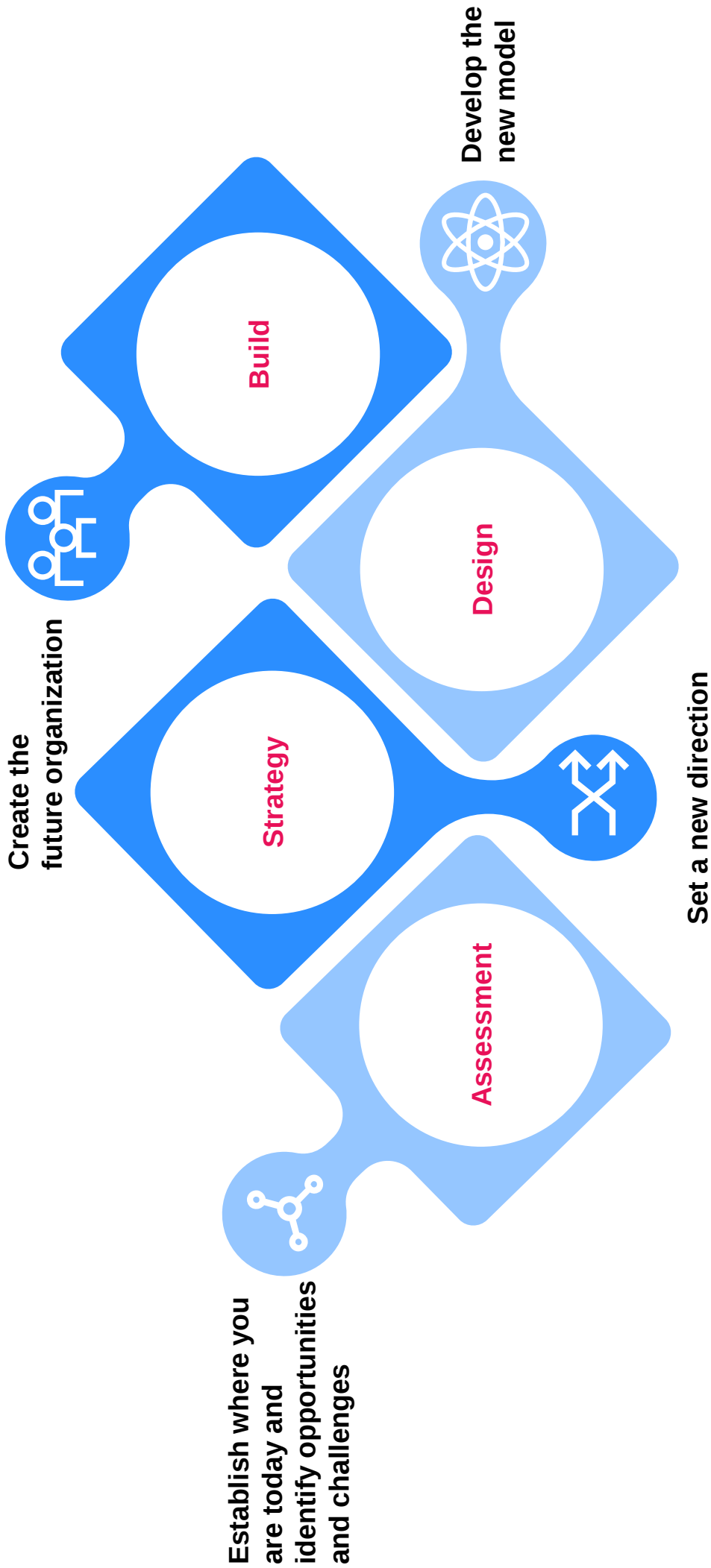


The **innovation-optimizing** pattern builds on the goals and capabilities of the value model, leveraging technology capabilities to reinvent rather than just expand the existing model.

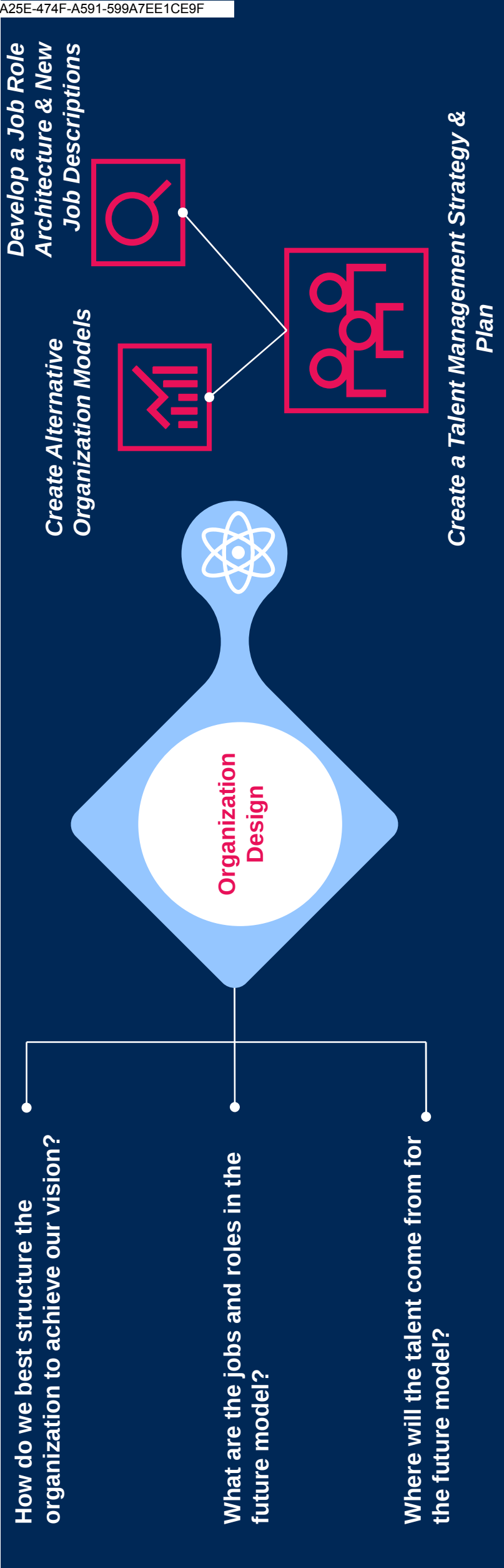
I&T Operating Model Patterns



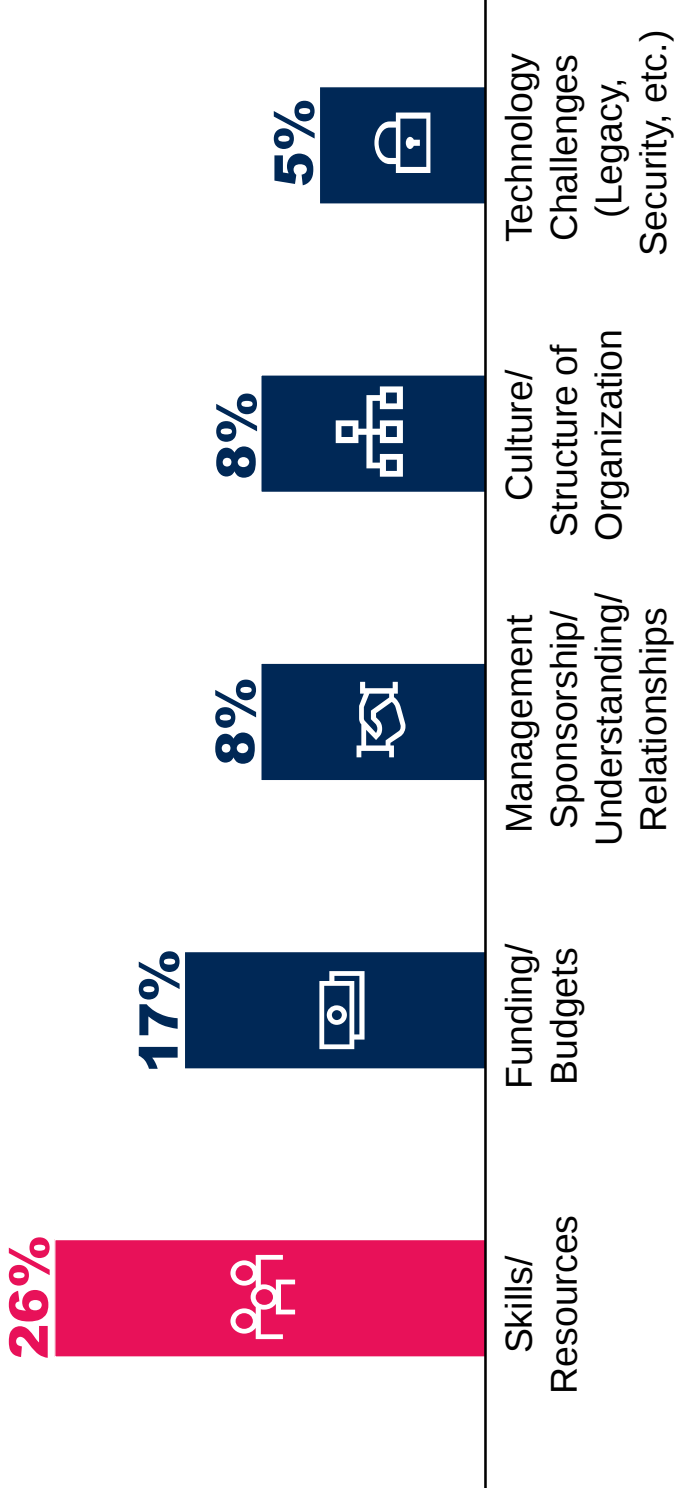
Rethinking the organization model involves a series of interrelated steps to build a pragmatic model and **set the stage for transformation**



Organization Design results in a preferred structure around which to align jobs for the organization and execute on the vision



The biggest barrier to CIO success is talent and how it is organized

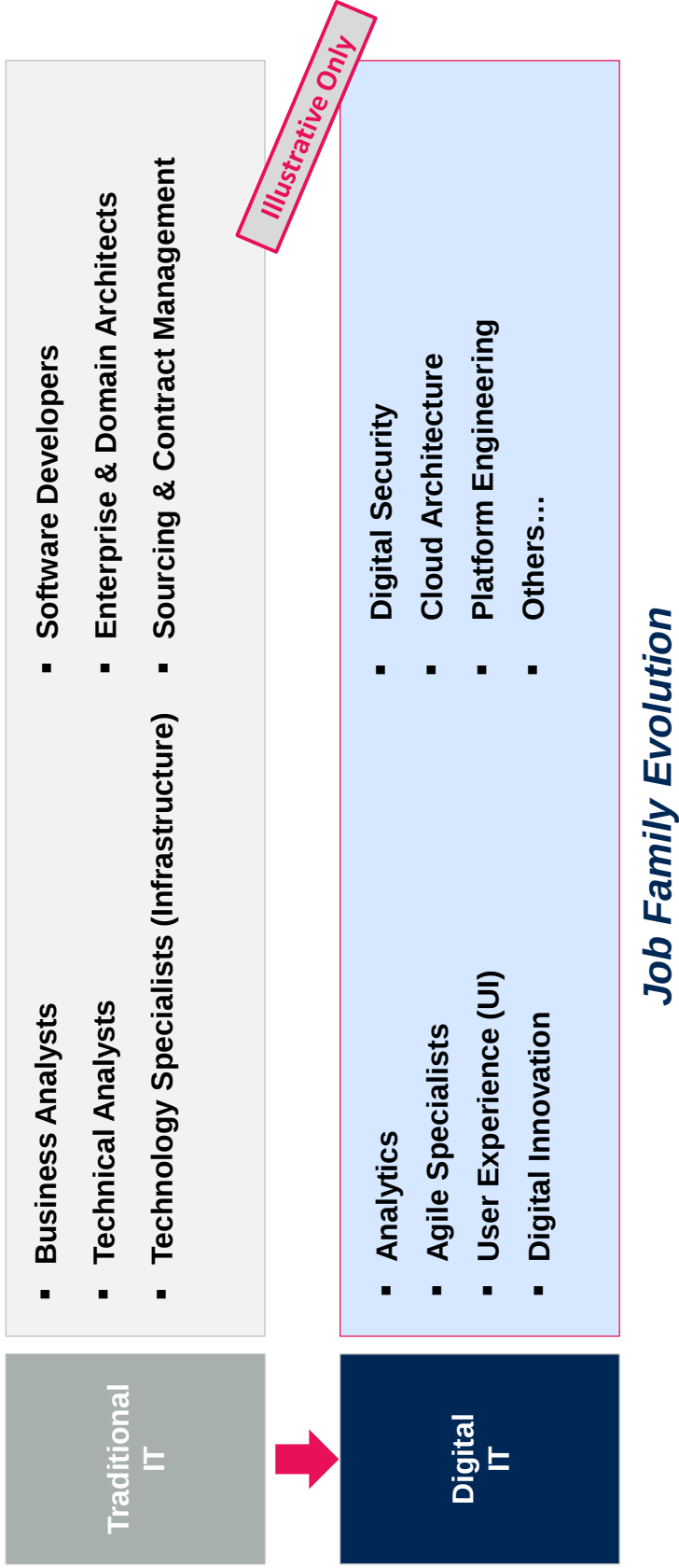


- Gartner believes that talent reskilling and development — especially within technology-related roles — should be a **top priority for organizations**.
- Understanding the skills and competencies of the workforce and developing a plan for training and recruiting to fill gaps is critical to building a high impact workforce.

Q: What is the biggest barrier to achieving my objectives as a CIO?
Percentage of total responses. Top five responses, n = 2,299
Source: Gartner's CIO Agenda: Seize the Digital Ecosystem Opportunity (G00317427)

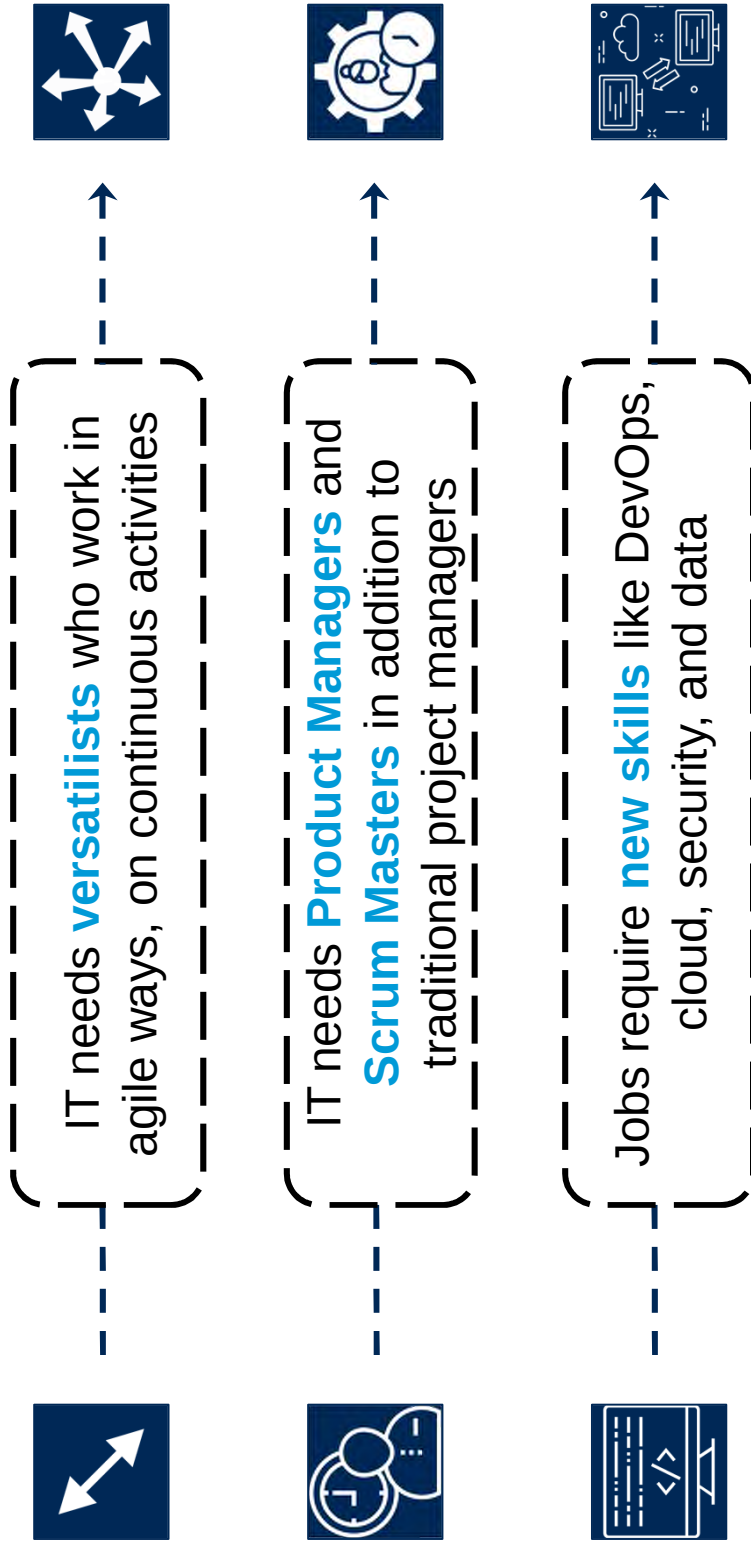
Gartner believes that developing a job architecture that reflects new skills and the redesigned organization is critical to building a high impact workforce

New functions and job families need to be built and traditional roles must evolve to **adapt rapidly to the digital disruption** and support the “Transformation of IT”



Digital disruption requires organizations to change and adapt rapidly to sophisticated business needs. New lean development practices and requests for reduced time-to-market are imposing **new operating and organizational models** that call for new or changed jobs.

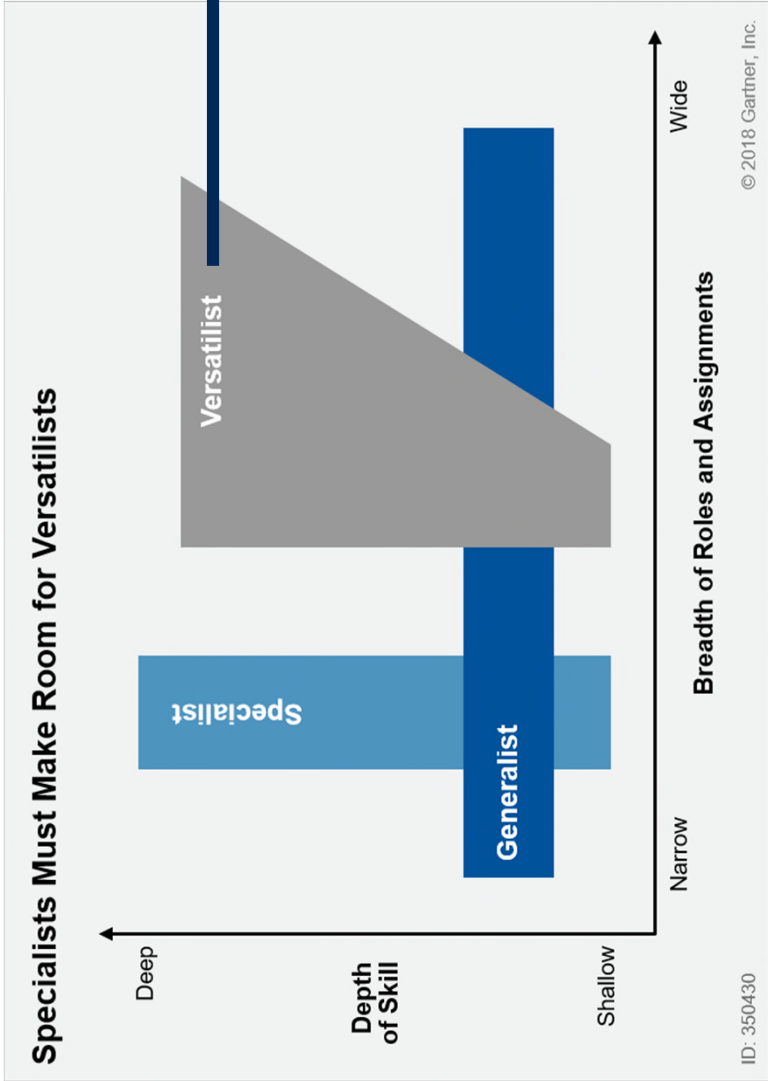
IT organizations on the path to digital quickly realize that existing jobs & skills do not **optimally support new ways of working**



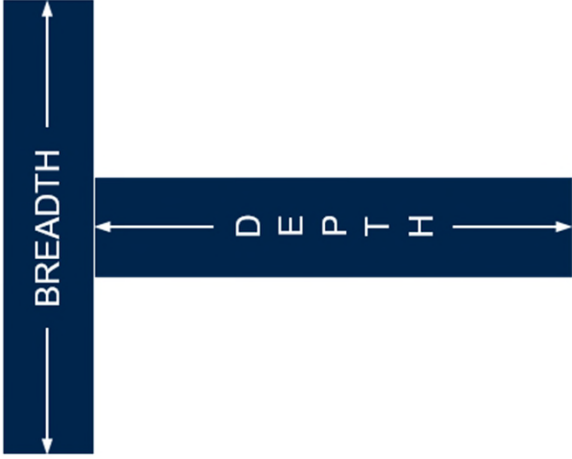
Gartner research suggests that “by 2021, 40 percent of IT staff will be **versatilists**, holding multiple roles, most of which will be business, rather than technology-related”

Gartner has observed organizations undergoing digital transformation require more Versatilists

Employees are considered “versatile” when they are T-shaped



Jack of All Trades, Master of (at Least) One



A T-shaped professional has:

Breadth of Knowledge

- Understanding of other skill sets
- Cross-discipline competence
- Ability to work outside their core area

Example: Business operations, content strategy and interaction design

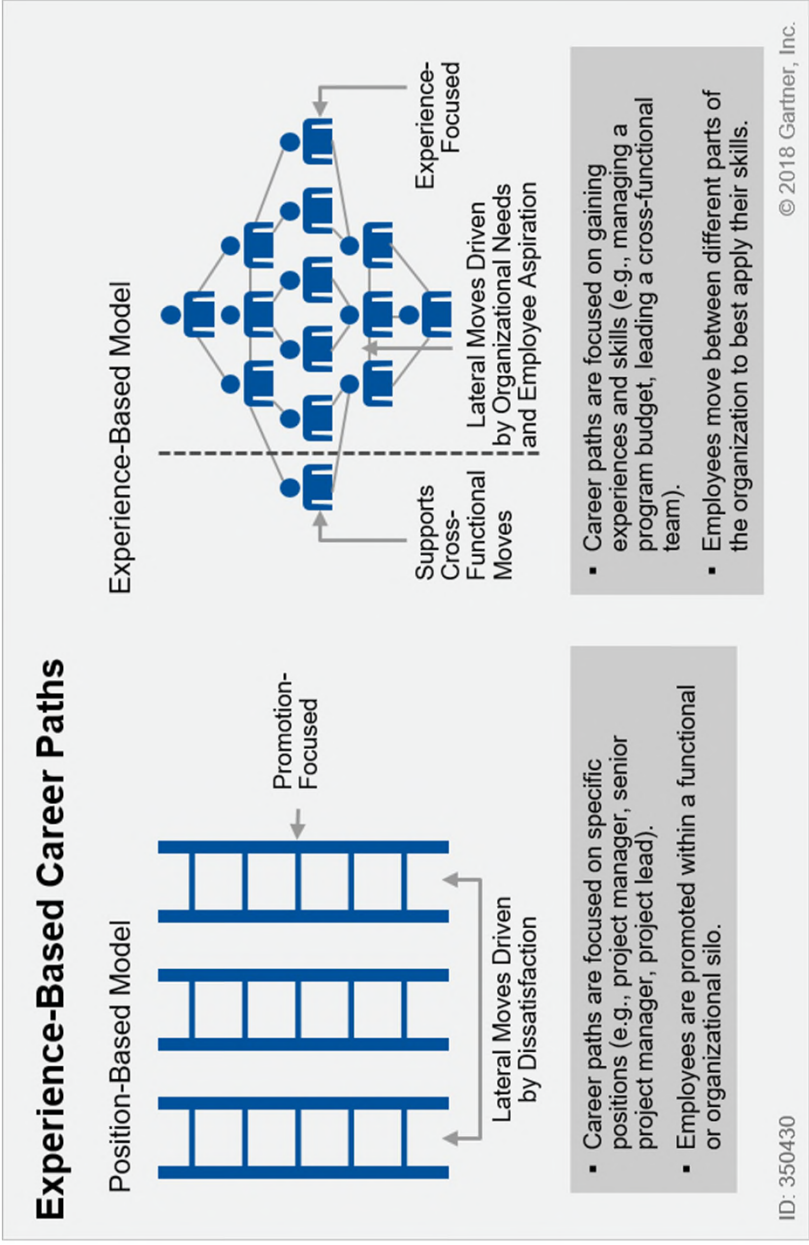
Depth of Expertize

- Specific skill in at least one area
- Deep knowledge with analytical thinking
- Innovative within chosen domain

Example: Architecture

Source: Gartner
ID: 365100

Experience-based career paths provide an expanded approach to career progression, promoting different experiences to gain new skills over exclusively developing deep expertise



- Map employee career progression based on **experiences** that build current and future capabilities
- Encourage direct reports at all levels to **move across team, functional and organizational boundaries**
- Increase career-development opportunities by **building employee knowledge, skills and abilities through experiences** that make them more valuable within the enterprise

Job Architecture can produce a number of **benefits**



Accelerating organizational digital transformation with clear responsibilities and identified skill gaps for training and talent acquisition



Helping identify, attract, and retain the right candidates



Accelerating the hiring process through a curated repository of job description materials

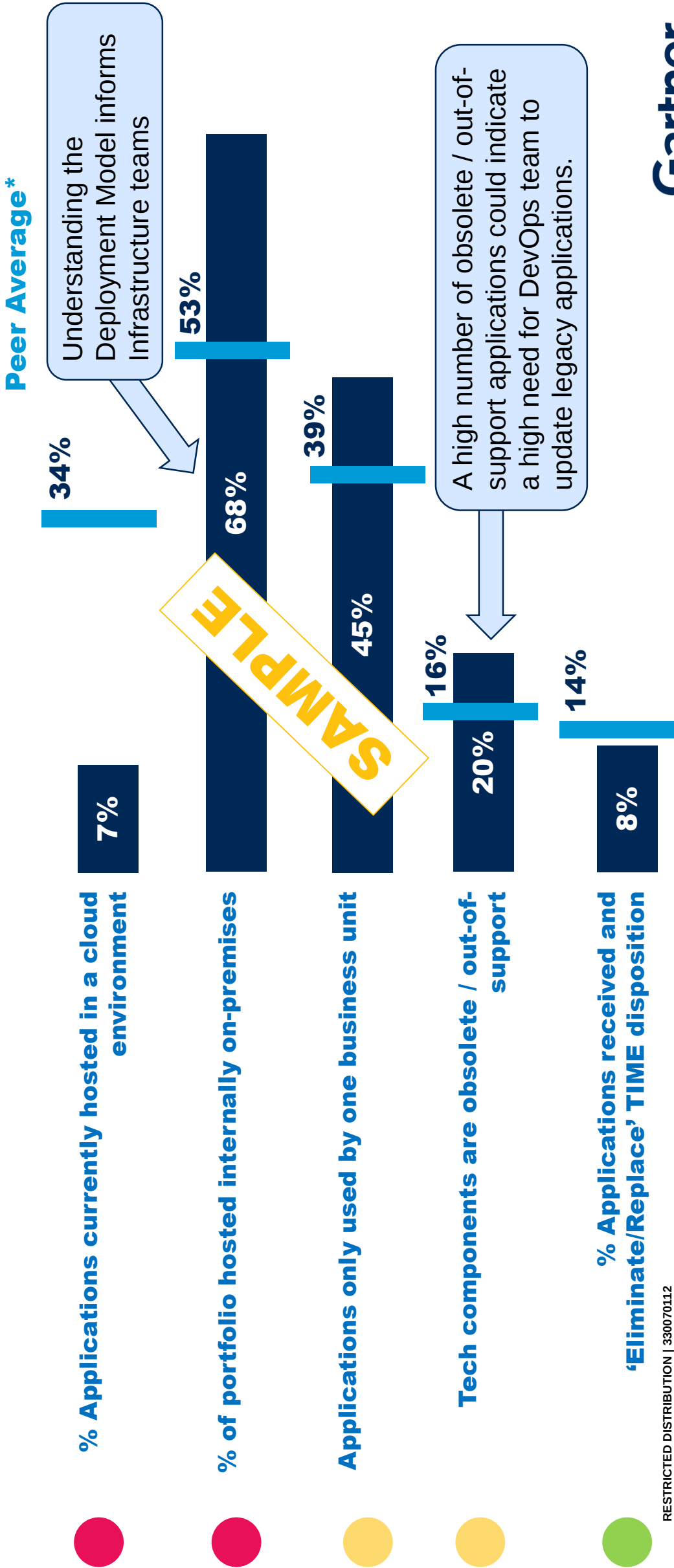


Coordinating roles and responsibilities through updated job materials, and preventing people from “self-defining” their jobs



Defining career paths and progressions to support career development and performance management

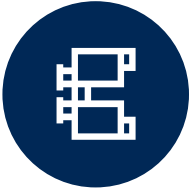
Utilizing Gartner’s AppScore survey to create the Application Inventory will allow the team to collect key Application information which will inform key components of the Hybrid IT Model



The roadmap to transformational success begins and ends with Change Leadership and Change Management

Inspire

Inspire new thinking and attitudes to create acceptance, openness, and resiliency through reinforcement



Define

Define the change and its implications in ways everybody can understand with clear personal and organizational benefits



Plan

Plan for successful change, build the team, and assess stakeholders



Engage

Engage to develop, model and practice new behaviors that embody the change



Prepare

Build strategy and deliver a consistent communications program for transparency and engagement



Pilot

Test and learn from pilots and experiments, refine, scale



Deliver and Sustain the Change

Help realize value from change, make change real and meaningful, and sustain change



Section 3

1 Executive Summary

2 Gartner’s Point of View

3 Engagement Approach & Timeline

4 Detailed Statement of Work

5 Gartner as a Strategic Partner

6 Fees, Assumptions, Risks & Terms

7 Appendix (Team Bios, Client References, Case Studies, Additional Detail)

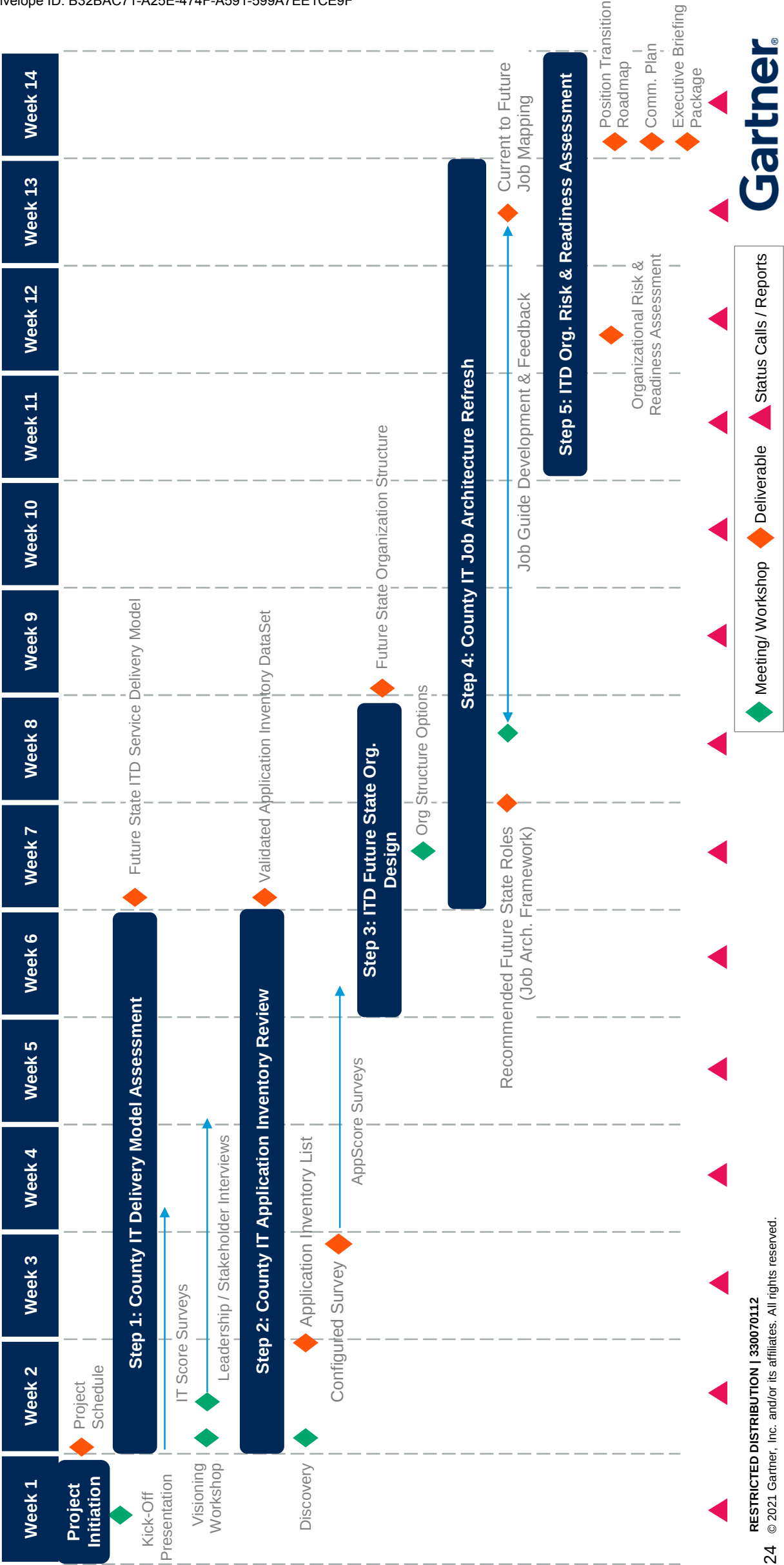


Overview of Engagement Approach

Hybrid IT Model					
0. Project Initiation	1. County IT Delivery Model Assessment	2. County IT Application Inventory Review	3. ITD Future State Org. Design	4. County IT Job Architecture Refresh	5. ITD Org. Risk & Readiness Assessment
- Identify existing documentation and data sources. - Identify key participants, Core Team members, and required interactions from County and other stakeholders. - Conduct Kickoff to validate project goals, objectives, and approach and establish weekly status calls. - Conduct visioning workshop with Leadership to understand IT strategic objectives & priorities and target state operating model.	- Conduct up to 30 stakeholder interviews to understand the current County IT strengths and opportunities. - Prepare and launch the IT Score survey to assess the maturity of key County IT capabilities. - Analyze quantitative (survey) and qualitative (interviews) data to develop the County IT Strengths, Weaknesses, Opportunities and Challenges (SWOC) Analysis. - Conduct visioning & validation workshops to gather feedback on: - County IT SWOC Analysis - Future State ITD Service Delivery Model - Org. Design Principles	- Conduct up to 10 interviews & distribute data collection tools to develop application inventory. - Configure survey tools to collect key Application data. - Distribute survey to Application Business and Technical owners to assess application functionality, underlying technologies and skills required for maintenance. - Assess application data. - Conduct workshops to validate findings. - Identify and validate opportunities to inform the Future State Org. Design and Job Architecture.	- Develop set of Organizational Design archetypes based on the target state op. model. - Conduct Org. Structure Options workshop with leadership to determine "best fit" direction for the future state org. design. - Develop interim org. structures to enable the transition for County to the Future State Org. Structure. - Conduct high-level 9-Box exercise with IT managers to determine talent performance & potential. - Identify target role & job family recommendations based on the future state org. design. - Conduct validation workshop to gather feedback.	- Review previous job work and materials to identify gaps and needs. - Leverage Future State Org. Design and findings from previous interviews with stakeholders to develop the recommended target state Job Architecture (e.g., Job Families, Job Series, & Job Progression). - Conduct validation workshop to finalize job families, job series and progression. - Develop up to 8 Job Guides. - Review County job description template. - Develop initial set (up to 3) of job descriptions for a prioritized job family and review with HR team. - Map existing roles to recommended future state job architecture progression levels. - Validate mapping with IT staff managers. - Conduct prioritization exercise to identify jobs for compensation analysis.	- Conduct stakeholder analysis to develop Risk & Change Readiness Assessment of the ITD Target State Org. Design. - Analyze changes necessary for the Target State Org. Design to develop a Position Transition Roadmap. - Develop high-level communications planning to ensure adoption of changes and minimal resistance across stakeholder groups. - Conduct validation workshop to gather feedback. - Provide Executive Briefing and package final deliverables.
Deliverables: - Kickoff Materials/Presentation - Project Schedule	Deliverables: Future State ITD Service Delivery Model	Deliverables: - Application Inventory List with Key Infrastructure Assets - Validated Application Inventory Data Set	Deliverables: - Future State Organization Structure - High-Level Talent Gap Assessment	Deliverables: - Recommended Future State Roles - Up to 8 Job Guides - Up to 3 job descriptions - Current to Future State Job Mapping	Deliverables: - Organization Risk & Readiness Assessment - Position Transition Roadmap - High Level Communication Planning - Executive Briefing Package



Gartner estimates ~14 weeks to complete key study activities



Summary of Deliverables

Step	Deliverables	Duration
Project Initiation	- Kickoff Materials/Presentation - Project Schedule	1 Week
Step 1: County IT Delivery Model Assessment	Future State ITD Service Delivery Model	5 Weeks
Step 2: County IT Application Inventory Review	- Application Inventory List with Key Infrastructure Assets - Validated Application Inventory DataSet	5 Weeks
Step 3: ITD Future State Org. Design	- Future State Organization Structure - High-Level Talent Gap Assessment	3 Weeks
Step 4: County IT Job Architecture Refresh	- Recommended Future State Roles & FTEs - Job Materials (Up to 8 Job Guides and 3 Job Descriptions) - Current to Future State Job Mapping	7 Weeks
Step 5: ITD Org. Risk and Readiness Assessment	- Organizational Risk & Readiness Assessment - Position Transition Roadmap - High-level Communication Plan - Executive Briefing Package	4 Weeks

Section 4

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Step 0: Project Initiation

Objective

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

Activities Performed by Gartner

- Confirm assessment scope, objectives and stakeholder landscape.
- Hold a kickoff meeting with County to ensure understanding of the project objectives, scope, schedule, and milestones, roles, responsibilities and required resources for Gartner and County. Gartner will also discuss anticipated risks and mitigation plans, based on lessons learned from experience.
- Identify key County participants (e.g., Core Team, HR & key IT subject matter experts who will have an active role on the project), Steering Committee members (if desired), and other required participants.
- Determine and identify organizational model and job architecture discovery interviews and review workshop participants.
- Collaborate with the County core team to gather appropriate client documentation to provide Gartner with an understanding of the current state operating model, organizational design, and current jobs.

County's Responsibilities

- Ensure attendance at kickoff meeting by Project Sponsor, Project Manager and other key stakeholders, as determined prior to kickoff.
- Provide all critical organizational documentation, job descriptions, job family guides, organization charts, and pertinent details on organization design, operating model, current jobs and work at the beginning of the engagement.
- Facilitate set-up of regular touch points with County stakeholders.
- Support scheduling of workshops with appropriate County SME's and project team.

Deliverables

- Kickoff Materials/ Presentation
- Project Schedule (Gantt)

Time Frame

- Week 1

Assumptions

- Preplanning will take place and initial documentation will be provided prior to project kickoff for all project steps.

Step 1: County IT Delivery Model Assessment

Objectives

- Develop an understanding of challenges and opportunities with the current organization structure, operating model and IT capabilities and functions.
- Confirm County's strategy, role of IT and alignment with strategy, business/IT objectives, and future state infrastructure needs.
- Align on ITD's future state service delivery model recommendation.

Activities Performed by Gartner

- Conduct up to 30 stakeholder interviews to understand the current County IT strengths and opportunities.
- Prepare and launch the IT Score survey to key IT stakeholders to understand the maturity of County IT capabilities and future opportunities for improvement.
- Conduct leadership / stakeholder interviews to further understand the current state County IT organization structure, jobs and the current / target operating model.
- Analyze quantitative (survey) and qualitative (interviews) data to develop the Future State ITD Service Delivery Model inclusive of design principles, IT capability maturity & proficiency analysis, interaction model, and sizing of work effort.
- Conduct visioning & validation workshops to gather feedback on:
 - County IT SWOC Analysis
 - Future State ITD Service Delivery Model
 - Organization Design Principles

County's Responsibilities

- Support scheduling of interviews and validation workshops.
- Ensure participation of stakeholders with required insight regarding target-state IT capabilities and target-state perspective.
- Ensure on time completion of IT Score surveys.
- Review Gartner materials and provide timely feedback.
- Schedule leadership / stakeholder interviews.

Deliverables

- Future State ITD Service Delivery Model

Time Frame

- Weeks 2 – 6

Assumptions

- Additional IT Score completion time that alters the overall scheduled will result in a change order. All IT Score participants and interviewees will be identified during preplanning and Step 0. Project Initiation.
- Gartner will conduct up to 30 interviews.
- Gartner will leverage best practice design principles from previous work, or broader organization principles as applicable.
- Future state ITD service delivery model will define future state interactions and the expected level of ITD effort (e.g., type and volume of work being performed).
- Visioning workshop will result in a finalized future state ITD operating model recommendation.

Step 2: County IT Application Inventory Review

Objectives

- Utilize Gartner’s AppScore Survey Tool to develop an Application Inventory list including identification of each Application’s underlying technology and its ability to support the business to better inform the future state Hybrid IT Model
- Utilize Gartner’s data collection tools and templates to identify Key Infrastructure Assets.

Activities Performed by Gartner

- Conduct up to 10 interviews & distribute data collection tools to develop the application inventory.
- Configure survey tools to collect key Application data.
- Distribute the AppScore survey to Application Business and Technical owners to assess application functionality, underlying technologies and skills required for maintenance.
- Assess application data and conduct workshops to validate findings.
- Identify opportunities to inform the Future State Org. Design & Job Architecture.

County’s Responsibilities

- Support scheduling of workshops with appropriate County SMEs.
- Work with Gartner to refine the set of questions and communication Plan for the Appscore Survey.
- Identify Technical and Functional Application owners for each application to be included in the Survey Distribution.
- Review Gartner materials, provide timely feedback and approve deliverables.

Deliverables

- Application Inventory List with Key Infrastructure Assets
- Validated Application Inventory DataSet

Time Frame

- Weeks 2 – 6

Assumptions

- Gartner will include up to 6 of the largest County departments in the development of the Application inventory.
- Appscore data will be provided to the County in the form of an Excel file.

Step 3: ITD Target State Org. Design

Objectives

- Formulate a conceptual organizational design model necessary to reach the organization's future state vision for ITD, and to provide direction for the IT Job Architecture Framework.
- Deliver formal results and finalize organizational design components as an input into the Role Mapping and Job Families portion of the engagement.

Activities Performed by Gartner

- Develop a set of Organizational Design archetypes / options based on the target state operating model.
- Conduct Org. Structure Options workshop with leadership to determine “best fit” direction for the future state org. design.
- Develop interim org. structures to enable the transition to the ITD Future State Org. Structure.
- Conduct high-level 9-Box exercise with County IT managers to determine talent performance & potential across existing capabilities.
- Identify target role & job family recommendations based on the future state org. design (to serve as input into Step 4. Role Mapping & Job Families).
- Conduct validation workshop to gather feedback.

County’s Responsibilities

- Support scheduling of workshops with appropriate County SMEs.
- Ensure participation of stakeholders with required insight regarding target-state IT strategy to drive organization model design.
- County to produce detailed reporting structures and make all personnel decisions.
- Review Gartner materials, provide timely feedback and approve deliverables.

Deliverables

- Future State Organization Structure

Time Frame

- Weeks 6 – 8

Assumptions

- Gartner will provide a conceptual organization model, with County as the accountable party for completing the detailed organization design.
- Role Mapping & Job Families (e.g., Job Architecture) will not commence until County has made a final decision from the Org Design Options workshop.
- Gartner will develop up to 3 organizational design archetypes and up to 2 interim org. structures.
- Gartner will provide IT managers a “How-To” guide to complete the 9-Box exercise as input into the high-level talent assessment.

Step 4: County IT Job Architecture Refresh

Objectives

- Understand County IT’s current job landscape and organizational alignment
- Identify job changes required to reflect and support the future state ITD operating model and organizational model
- Design a future state job architecture framework (inclusive of job families and role mapping) to meet the needs of the County IT organization.
- Develop job guides and job descriptions (referred to as “Role Profiles” in the Scope of Work) that are reflective of and implementable in the future state.

Activities Performed by Gartner

- Review previous job work and materials to identify gaps and needs.
- Leverage Future State Org. Design and findings from previous interviews with stakeholders to develop the recommended target state Job Architecture (e.g., Job Families, Job Series and Job Progression).
- Conduct validation workshop to finalize job families, job series and progression.
- Develop up to 8 Job Guides.
- Review County job description template.
- Develop initial set (up to 3) of job descriptions for a prioritized job family and review with HR team.
- Map existing roles to recommended future state job architecture progression levels.
- Validate mapping with IT staff managers.
- Conduct prioritization exercise to identify jobs for compensation analysis.

County’s Responsibilities

- Align on Org. Design recommendation in previous workshop as part of Step 3. ITD Target State Org. Design.
- Support scheduling of workshops with appropriate County SMEs.
- Prioritize job guides and job descriptions for development.
- Review, provide feedback and approve deliverables.
- Provide appropriate HR documentation related to HR standards and job leveling.

Deliverables

- Recommended Future State Roles
- Job Materials (up to 8 Job Guides & up to 3 job descriptions)
- Current to Future State Job Mapping

Time Frame

- Weeks 7 – 13

Assumptions

- Target State job families and job series will map to the Gartner best practice framework.
- Gartner will develop up to 6 job guides, up to 3 progression levels and up to 3 job descriptions.
- Gartner best practice job materials will be leveraged as the starting point with a single one-week feedback cycle. All additional updates will be the responsibility of the County. Additional review time may result in a change of scope.
- Job materials reviewers can provide feedback based on their knowledge of the target state organization / direction.
- Mapping of current to future roles will go through a single one-week feedback cycle by managers.

Step 5: ITD Org. Risk and Readiness Assessment

Objective

- Understand potential business risks and organizational change impacts associated with the move to a hybrid IT operating model and the required future state ITD organizational structure.
- Define next steps in an actionable roadmap for the County to prepare for and implement the ITD organizational design effectively and efficiently with minimal resistance and barriers.

Activities Performed by Gartner

- Conduct stakeholder analysis to develop Risk & Change Readiness Assessment of the ITD Target State Org. Design.
- Analyze changes necessary for the Target State Org. Design to develop a Position Transition Roadmap.
- Develop a high-level communications planning to ensure adoption of changes and minimal resistance across stakeholder groups.
- Conduct a validation workshop to gather feedback.
- Provide Executive Briefing and package final deliverables.

County's Responsibilities

- Support scheduling of follow up conversations with appropriate County SMEs.
- Provide Gartner with communications planning documentation, strategies, etc. to ensure alignment with current practices that meet the needs of stakeholder groups.
- Review Gartner materials, provide timely feedback and approve deliverables.

Deliverables

- Organizational Risk & Readiness Assessment
- Position Transition Roadmap
- High Level Communication Planning
- Executive Briefing Package

Time Frame

- Weeks 11 – 14

Assumptions

- Gartner will develop the stakeholder analysis as an input into the Risk & Change Readiness Assessment based on preliminary interviews and workshops in Step 1. County IT Delivery Model Assessment.
- Org. Risk and Readiness Assessment deliverables will be developed considering both the org. design and job architecture changes.
- High-level communications planning will follow Gartner best practices and previous work experience.

Section 5

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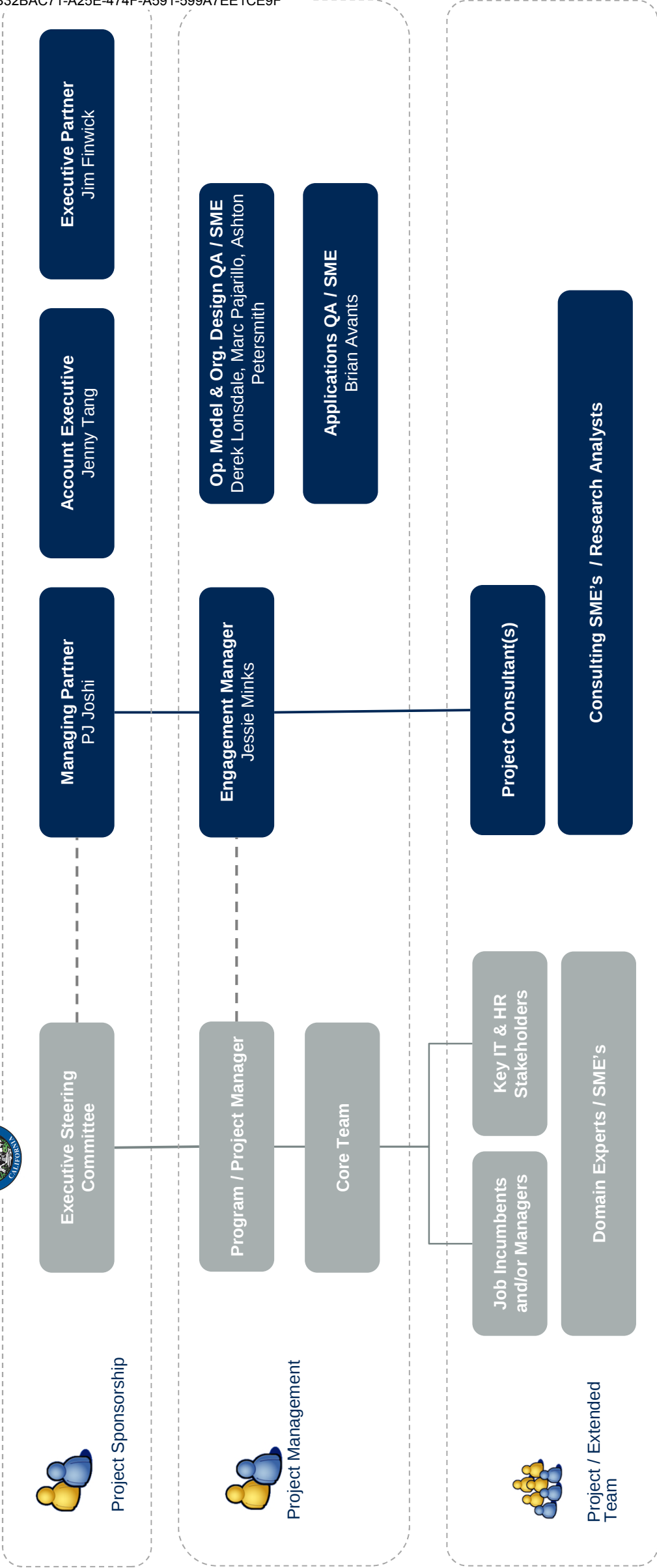
7 Appendix (Team Bios, Client References, Case Studies, Additional Detail)



Gartner will provide a team with the right experience and skillset aligned to support County's objectives



Gartner



Note: The team members listed are representative – delivery team will be confirmed based on the actual start date of the engagement.

Project Team Overview

Gartner Roles and Responsibilities

Functional Role	Responsibilities
Managing Partner PJ Joshi	▪ Ensure that Gartner activities support County’s goals ▪ Provide high-level oversight to the project and resolve issues as needed ▪ Build and maintain a long-standing relationship with County
Engagement Manager Jessie Minks	▪ Be responsible for the overall management of project initiatives, and act as the primary point of contact for the Gartner team ▪ Ensure that project deliverables are completed on time and meet County’s and Gartner quality standards ▪ Work closely with County to ensure that Gartner is meeting its needs
Project Team SMEs Marc Pajarillo, Ashton Petersmith, Brian Avants	▪ Provide support on specific industry capabilities and best practices ▪ Direct integration point to cross-industry SMEs and talent & organization practice expertise ▪ Support core project team on specific needs
Project Consultant(s)	▪ Support Engagement Manager in the delivery of the project workflows, and development of deliverables / run workshops ▪ Inject industry best practices / frameworks into the engagement deliverables ▪ Present results to County as needed
Quality Management Derek Lonsdale	▪ Conduct Quality Assurance of the deliverables before shared with the County ▪ Engage with County to address any issues arising with respect to delivery standards/commitments ▪ Triage issues with delivery and provide resolutions to improve delivery
Research Analyst(s)	▪ Support the core project team by providing a context-sensitive perspective to issues specific to County based on Gartner industry-leading research



County’s team structure includes important roles & responsibilities

Role	Responsibilities
Executive Steering Committee (Sponsor)	▪ Provide high-level direction to the project ▪ Act as project champion and provide issue resolution
Project Manager	▪ Act as the primary point of contact for the client team ▪ Ensure that client and client associates are fulfilling the project assumptions and responsibilities
Core Team	▪ Provide active and intimate support for the project ▪ Provide data collection support, interpretation, and contextualization ▪ Participate in deliverable creation and reviews ▪ Represent the sponsor and its interests
HR Representatives	▪ Provide applicable HR standards and templates ▪ Participate in select Organization Model and Job Architecture workshops, as required ▪ Review and provide feedback for appropriate deliverables
Job Incumbent Representatives	▪ Articulate current job responsibilities (individually and representative of a larger group) ▪ Express technical goals and pain points ▪ Describe potential job-related changes required to achieve success in new model
Domain SMEs	▪ Provide specific knowledge and context-sensitive perspectives related to target state model



Project Team Overview

Gartner Account Partners

- Gartner Account Partners will work closely with the delivery team throughout the engagement:
 - Account Executives will ensure that the value delivered through this engagement is seamlessly integrated with all Gartner programs.
 - Service Partners will provide guidance so that this engagement advances the overall Mission-Critical Priorities of County.
 - The body of Gartner Research and partnering with Analysts will ensure that recommendations and outcomes are aligned with Gartner Research frameworks.
 - Partnering across this team will ensure that the recommendations from this engagement are actionable through ongoing Gartner services.

Who is Gartner?

Gartner is the world leader in IT Research and Advisory that brings together insight, benchmark data, and problem-solving methodologies

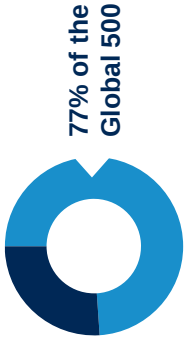
About Gartner

- The world’s leading research and advisory company, founded in 1979
- **Nearly 17,000** associates in 120+ offices around the world
- **40+** consecutive quarters of double-digit growth, \$4.2B revenue in 2019
- Deep global insight into every major business function with **2,250+ research and advisory experts** conducting **400,000+** one-to-one client interactions annually
- **750+ consultants** performing 2,500+ technology-driven strategic consulting and contract optimization engagements annually with CIOs and other senior executives through our Consulting business



Clients we serve

- More than **14,000** client enterprises in more than **100** countries
- **C-suite leaders and their teams** across all enterprise functions in every industry around the world
- Enterprises large and small, in public and private sectors, including **77% of the Global 500**, of which Gartner is also a member



Our Commitment to You



**Experienced
Advisors**



**Unique Perspective on
Challenges and Risks**



**Accelerated
Time to Value**



**Contextualized Advice to Guide
Decisions and Maximize Insights**



**Market
Intelligence**



**Research-based, Industry-focused
and Benchmark-enabled Solutions**

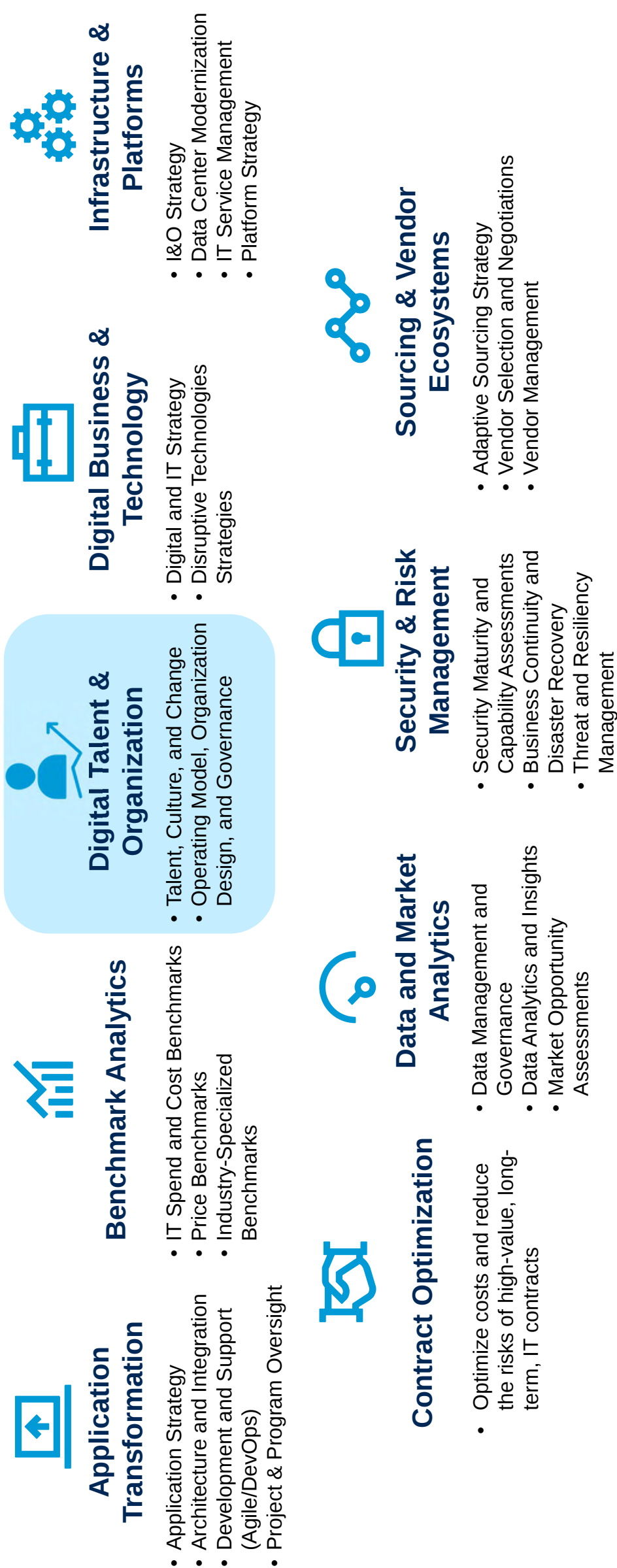
Gartner's *independence* and *objectivity* will drive unbiased and defensible decisions for County

Why Gartner

Gartner Differentiation		Proof Points	Impact for County
 County's Goals Transforming the IT organization to unlock IT's potential to foster digital business		- Focus on strategic business needs, priorities, and constraints, not on technology choices and provide a global view of IT talent management and organizational transformation. - Modernize jobs framework and descriptions to enable better achievement of IT goals, and be indicative of work actually being done today and in the future. - Improve clarity around who does what in order to work towards a more "networked" organization. - Establish consistency in job descriptions, without losing flexibility. - Increase clarity around career development opportunities and career paths to increase employee engagement.	- IT organizational transformation establishes where the IT organization is today and develops an actionable plan for model adoption for the organization to result in a ready to implement organization design. - New job architecture, job guides and job descriptions that better delineate and clarify responsibilities, align to County's target state goals, support more effective employee development, and increase employee engagement.
		Gartner provides a holistic, proven approach to IT Job Architecture and IT organizational transformation that starts with market intelligence, Gartner Research, developing the org model, developing the job architecture, and building relevant job materials based on cutting edge research and demonstrated market effectiveness.	
 Solution Methodologies based on independent insight in a digital age		- Gartner consultants execute over 2,000 engagements annually delivering aggregate cost savings of \$400M to clients. - Consultants at/below Associate Director level possess an average 10-15 years' IT experience, rising to 15-20 above Director level.	Gartner brings a complete set of tools and templates developed via prior engagements and applied subject matter expertise, enabling more-effective use of resources.
		- Gartner consultants can access and use the world's largest IT research database consisting of 154,000+ reports. - We have a deep bench of 2,000+ research experts and 700+ consultants, 60% of who are hired with 20+ years' experience. - Gartner is the only IT and business consulting firm with an Office of the Ombudsman ensuring our independence.	
 People Seasoned experts that have mitigated risks and driven success for your peers			- The seniority of our experience reinforces the credibility of the results created for stakeholders. - Continuously refreshed real-world experience feeds back into the development of Job Architecture IP and expertise.
 Brand Power of Gartner Research, Independence and Objectivity			- Our insight is based on cutting-edge research. - We provide credible advice that leads to defensible business decisions.

Gartner Consulting strategic consulting capabilities are focused on our clients' mission critical priorities

Summary of Consulting Solution Areas



Section 6

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2 Gartner’s Point of View

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5 Gartner as a Strategic Partner

6 Assumptions, Risks & Terms and Fees

7 Appendix (Team Bios, Client References, Case Studies, Additional Detail)



Project Management and Control

A number of crucial activities are accomplished via Gartner’s project management process, namely:



- Our project management process guides reporting, risk mitigation and engagement control throughout:
 - Project kick off to ensure stakeholders are engaged and aligned with the project milestones and deliverables
 - Weekly status meetings to ensure a regular check point the both client and Gartner teams
 - Status reports will include a review of completed tasks, plans for the coming week and any risks or issues
 - Gartner will be in constant communication with stakeholders to ensure full awareness of activities, the associated timeline and actions required to ensure efficient control of project change

Key Engagement Risks

Our proven and collaborative engagement approach is designed to address key risks and focuses on providing optional client value.

Sponsorship & Participation

- Organization and people related work requires sponsorship at the highest level to be successfully implemented. The success of this work is contingent on effective sponsorship. Gartner will engage with the appropriate stakeholders throughout the project to ensure buy-in and alignment with target direction.
- Adherence to County HR guidelines and standards is critical to applying the organization and job architecture design. Gartner will work hand-in-hand with HR stakeholders to ensure designs and materials created are in alignment with HR best practices and are able to be implemented at the County.

- If the Organization Design and Job Architecture are not aligned with the target direction of the organization the work will not be effective. The stakeholders involved must be able to speak to the direction of the IT organization based on the new operating model. Gartner will engage with the appropriate stakeholders to get both a high level and tactical understanding of how work should manifest to meet target state goals.

Change Management

- Without proper change management planning and execution, the target state will be difficult to achieve. Throughout the engagement Gartner will provide recommendations regarding change management best practices to guide County in effectively implementing the changes associated with this work.

Project Management

- Job Architecture and Organization Design work require input from key stakeholders and a collaborative approach. To be successful, meetings and workshops must be proactively scheduled and progress must be diligently tracked. Gartner will provide meeting and workshop schedules at the beginning of the engagement to support appropriate stakeholder participation, while remaining flexible throughout the engagement, and provide weekly status reports to ensure progress and alignment.

Remote Work

- The COVID-19 pandemic has shifted ways of working substantially. Working in the remote environment requires a different approach to engaging stakeholders. Gartner has completed Organization Design, Change Management, and Job Architecture remotely and will leverage best practices (e.g., polling, smaller group sessions, etc.) to effectively complete the work.

Assumptions

County's participation (1/2)

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

County's Participation

- County will designate a project manager to act as the primary point of contact for this project. County's project manager will be expected to work closely with the Gartner employees as needed and will:
 - Approve project priorities, detailed task plans and schedules
 - Facilitate the scheduling of Gartner interviews and workshops with appropriate client personnel
 - Notify Gartner in writing of any project or performance issues
 - Assist in resolving project issues that may arise
- The work effort described in this Proposal assumes County personnel are available to assist in the manner defined in this Proposal. If County personnel are not available, a change of scope may be necessary.
- County will review and approve documents within five (5) business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by County.
- County will schedule its resources for project activities and provide meeting links (e.g., Zoom, WebEx, etc.) as necessary.
- County personnel will be available per the final project schedule.
- County will ensure that the key stakeholders are identified and meetings / interviews scheduled with them before the start of the engagement. Duration increases caused due to lack of availability of key stakeholders would be handled as per the change of scope. Availability of County resources for interviews and planned meetings is critical to maintaining the planned timeline and Gartner's resourcing plan.
- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this project and to ensure a culture of continuous improvement of process and best practice.

Assumptions

County's participation (2/2)

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

County's Participation

- Preplanning will take place and initial documentation will be provided prior to project kickoff.
- Pre-read materials for workshops / validation sessions can be provided a maximum of 24 hours prior to scheduled meetings.
- Workshop make-up will be determined during pre-planning based on County preferences, Gartner best practices and County stakeholder availability.
- Workshop participants and deliverable reviewers must be able to provide feedback based on their knowledge of the target state organization / direction.
- Competencies included in the Job Guides will be determined by Gartner best practices or preliminary competency work done by County and will be reviewed and validated by County stakeholders during the single one-week review cycle.
- Job Guide reviews will consist of a single round of feedback and updates; additional updates after the review cycle will be made by County.
- "Names-in-boxes" is not included as part of this scope of work.

Assumptions

Data collection and key personnel

Data Collection

- Gartner will develop an Application inventory for up to 6 County IT Agencies.
- The due diligence (as-is) and volume data are reasonably available via interviews and documentation review. County will provide this existing information during Week 1 of the project.
- County will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.
- Engagement pricing is based on the assumption that Gartner will conduct up to 30 interviews (as part of Step 1: County IT Delivery Model Assessment; up to 1 hour), up to 8 job guides, up to 3 job progression levels and up to 3 job descriptions and that County will arrange all the sessions with County personnel.
- All data collection and interviews/workshops will take place remotely.

Key Personnel

- Resumes/biographies of key personnel provided in this proposal assume an engagement start date of approximately August 2021. If the actual project start date is different, proposed individuals may not be available. In this event, we will work with County to identify alternative personnel with appropriate skills and background.
- In the event that unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform County as soon as reasonably possible and substitute appropriate associates with comparable skills.

Assumptions Scope

Scope

- County's ITD organization
 - Future state organizational design to be completed at the conceptual level (i.e., functions and roles, no "names in boxes").
 - Job Architecture work to cover all IT jobs at a high level, with job guide and job description work not to exceed 8 job family guides, 3 progression levels and 3 job descriptions. Additional job guides and material support is available, and recommended, but not included in this scope of work.
- Gartner will provide high-level Organizational Change Management recommendations as part of Step 5. Org. Risk and Readiness Assessment. Further Organizational Change Management support is available, and recommended, but not included in this scope of work.

Out of Scope

- Detailed County IT Operating Model Assessment
- Detailed Organizational Design and Resource Assignment (e.g., "names in boxes")
- Detailed Cost and Resource Estimates
- Skills Assessment
- Career Paths and Career Enablers

Assumptions

Place of Performance, Deliverables and Changes to Scope

Place of Performance

- Due to the COVID-19 pandemic, all meetings and working sessions will take place remotely.
- Requested on-site presence will be set at a time agreed to by the parties and billed as incurred in a separate agreement.

Deliverables and Changes to Scope

- Any requests for additional information or resource (beyond the details described in the steps above) that are made by County will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this SOW).
- All deliverables will be developed using Microsoft products (e.g., Word and PowerPoint).

Gartner Research and Gartner Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see "[Guiding Principles on Independence and Objectivity](#)" on our website, [gartner.com](#) or contact the Office of the Ombudsman at ombudsman@gartner.com or +1 203 316 3334.

Changes to Scope

- The scope of this project is defined by this Proposal/Statement of Work. All County requests for changes to the SOW must be in writing and must set forth with specificity. As soon as practical, Gartner shall advise County of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.
- As used herein, “changes” are defined as work activities or work products not originally planned for or specifically defined by County. By way of example and not limitation, changes may include the following:
 - Any activities not specifically set forth in this SOW
 - Providing or developing any deliverables not specifically set forth in this SOW
 - Any change in the respective responsibilities of Gartner and County, including any reallocation or any changes in engagement or project manager staffing
 - Any rework of completed activities or accepted deliverables
 - Any additional work caused by a change in the assumptions set forth in this SOW
 - Any delays in deliverable caused by modification of acceptance criteria in this SOW
 - Any schedule changes that are not directly attributable to Gartner
 - Any schedule changes due to non-availability of key stakeholders
 - Any changes requiring changes to research analyst time or resources

Investment Summary: Milestone-based Project Fees and Expenses

- Gartner recommends a multiple workstream approach to help County achieve its target state IT organization.

Step	Price
1. County IT Delivery Model Assessment	\$118,000.00
2. County IT Application Inventory Review ¹	\$62,500.00
3. ITD Future State Org. Design	\$77,500.00
4. County IT Job Architecture Refresh	\$152,000.00
5. ITD Org. Risk & Readiness Assessment	\$65,000.00
TOTAL	\$475,000.00
Optional Phase B: Implementation Budget	\$126,000.00

- All work can be conducted remotely so no travel and minimal other reimbursable expenses are expected. To ensure service delivery and client satisfaction we will tie the invoicing schedule to successful completion of the steps of our engagement. Additionally, we will adhere to a formal deliverable review process to secure your approval before moving onto the next step of the engagement. We will invoice after successful completion of the step and acceptance of its associated deliverables.
 - All invoices are payable net 30 days from the date of invoice. While we do not itemize billing for services, we agree and will comply with any reasonable requests for records substantiating our invoices.
 - If County requires a purchase order (PO) number, please specify the PO number in the Authorization section and forward a copy of the PO, with this agreement, to PJ.Joshi@gartner.com. Ensure that the PO includes all labor and travel expenses quoted in this SOW. Any pre-printed terms on the PO that are in addition to or in contradiction of the terms of this agreement shall be inapplicable.
- For the County's consideration, Gartner offers an optional, comprehensive Optional Application Rationalization Initiative to follow the Application Inventory Review scoped above; this initiative is described in the Appendix

Investment Summary: Gartner Price Reasonableness

- Gartner's professional fees are both reasonable and realistic.
 - Gartner's consulting staff rely heavily on Gartner's research and benchmarks. Our consultants utilize the research in a variety of ways, including leveraging the content directly and including it in Gartner deliverables. Consultants will also have the analysts participate directly by reviewing deliverables or taking part in the project directly. Each use of research provides significant value, and comes with a real opportunity cost. This resource is built into our hourly rates.
 - We come to the table with a complete set of tools and templates developed through prior engagements and applied subject matter expertise. This enables more-effective use of resources by both Gartner and County, which results in fewer hours required to complete tasks and deliverables and less risk of rework or wasted effort.
 - Gartner does not charge for administrative or contracts management. Our administrative and secretarial personnel, our contracts management personnel, and our editors, graphics and production staff are all funded from overhead.
 - Gartner Consulting is a senior-leveraged Consulting practice. Our fees represent our years of experience performing similar work for similar clients, our ability to apply lessons learned to mitigate risk, and experience working directly with senior stakeholders to achieve real results for our clients' key initiatives.

Authorization

- The Contract and hence the governing Terms and Conditions under which this Statement of Work is to be completed are to be determined in partnership between County and Gartner.
- Gartner recommends a Consulting Services Supplement to the Master Client Agreement between County of Santa Barbara and Gartner, Inc.
- When signed by Gartner, Inc. and County of Santa Barbara, this Proposal/SOW is an attachment to and governed by the Consulting Services Agreement between the parties. These two documents will set forth the relationship between the parties for this engagement.
- This Statement of Work may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change Order provision.
- The Proposal is valid for 60 days following the date of submission.

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

[☐] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

SUBMITTED ON BEHALF OF Gartner, Inc.


SIGNATURE

Pankaj (PJ) Joshi, Managing Partner

PRINT NAME AND TITLE

November 3, 2021

DATE

AGREED ON BEHALF OF AMERISOURCEBERGEN CORPORATION

SIGNATURE

PRINT NAME AND TITLE

DATE

PO NUMBER (if applicable)



Section 7

1 Executive Summary

2 Gartner’s Point of View

3 Engagement Approach & Timeline

4 Detailed Statement of Work

5 Gartner as a Strategic Partner

6 Fees, Assumptions, Risks & Terms

7 Appendix (Team Bios, Client References, Case Studies, Additional Detail)



Appendix

Representative Team Bios



PJ Joshi

Managing Partner, Gartner Consulting



PJ Joshi is a Managing Partner with Gartner Consulting's Public Sector practice and possesses 22 years of experience specializing in high-profile engagements that routinely involve political considerations or are delivered under high pressure in coordination with multiple government departments. Mr. Joshi's areas of expertise include IT strategy and roadmaps, IT governance, procurement, software design and development, automation, project delivery and strategic account management. Mr. Joshi joined Gartner in 2019 and is based out of the Gartner offices in Manhattan Beach, California.

Mr. Joshi's recent project experience includes:

- For the City of Los Angeles Dept. of Building & Safety (LADBS) — Led multiple engagements for the client and five other City development services departments to assess current state and recommend a roadmap for modernizing digital methodologies and tools in permitting, planning and inspections systems infrastructure; includes support in sourcing of solutions and services.
- For the County of Ventura — Partnering with new leadership within Healthcare Agency (VCHCA) and the Integrated Justice agencies (VICJIS) to assess IT capabilities, design a future state organization, identify gaps and create a roadmap for achieving the target state; separately helping to refine the IT governance model and to implement a Project & Portfolio Management (PPM) process.
- For the City of Los Angeles — Advised on readiness for migrating time and payroll functions from legacy homegrown systems to a cloud-based Software-as-a-Service (SaaS) platform. Previously, over a five-year relationship, partnered in planning and executing the successful implementations of Budget, Procurement and Inventory functions while also upgrading Financials and transitioning the entire Enterprise Resource Planning (ERP) to a cloud-based solution and long-term operational support model.
- For the University of California, Los Angeles (UCLA) — Led day-to-day activities on an engagement to assess and make recommendations for deploying a shared services model across administration IT units

Prior to joining Gartner, Mr. Joshi built a 21-year career leading and delivering large enterprise transformation initiatives while working for the global System Integration Consultancy CGI. Through this work he has substantial implementation experience with several Californian cities and counties.

Mr. Joshi earned his MBA from the University of California, Los Angeles and a Bachelor of Science degree in Industrial Engineering and Management Sciences from Northwestern University. He is certified by the Project Management Institute in Project Management (2011).

Marc Pajarillo Senior Director, Digital Talent & Org, Gartner Consulting



Marc Pajarillo is a Senior Director with Gartner Consulting, and leads the Digital Talent and Organization practice for the West region. He has over 20 years of experience designing and implementing organizational, change and talent strategies for a wide range of industries: financial services, high tech, government, retail, biotech and non-profit. Mr. Pajarillo also has extensive experience leading the organizational change management workstreams in support of ERP and SaaS implementations such as ServiceNow, Oracle PeopleSoft and Retek, SAP SuccessFactors and Siebel. He works out of the Gartner offices in San Francisco.

Mr. Pajarillo's recent project experiences include:

- For a local government — Designed a sustainable telework program that enabled one half of its workforce to transition to a remote work model. This initiative included crafting their telework policy, designing the program governance and strategic roadmap, developing the organizational change management strategy to enable adoption and “testing and learning” tactics to sustain employee engagement in a remote work environment.
- For a global commercial real estate services company — Developed a Global IT operating model that enabled greater coordination between global and regional IT functions; designed a target product-centric IT organizational structure to increase business and IT collaboration and developed a strategic roadmap to enable the organization to achieve their end state vision.
- For a local government — Led an IT organizational re-design initiative that enabled the central IT organization to understand, design and proactively address the County's business needs. The scope of this initiative included a comprehensive IT maturity assessment, detailed organizational design and an organizational change roadmap to enable the organization to incrementally develop and acquire the necessary capabilities to achieve their service-oriented vision.

Prior to joining Gartner, Mr. Pajarillo's project experiences included:

- For a hypergrowth technology startup — Designed and implemented the job architecture for the Experience Design organization. The scope of the initiative included the creation of design lead, generalist and specialist career paths and their incorporation into the company's performance management process. Additional responsibilities included the development and management of the change, communication and training program.
- For a \$2B cloud services organization – Led the global transformation of a 500+ person Cloud Engineering Operations group into a DEV-OPS model and agile-oriented culture. The program scope included re-designing the organization and implementing a centralized intake process to increase collaboration and promote continuous delivery between the Engineering and Operations teams.
- For a networking infrastructure company – Partnered with the CHRO to architect the company's global people strategy. Served as the Chief of Staff to the CHRO, responsible for operationalizing the strategy, overseeing the Project Management Office and leading several organizational change and talent-focused initiatives.
- For a virtualization software company – Led the organizational change management effort for a ServiceNow implementation. The team was responsible for developing and implementing the change, communication and training program for 300+ IT, HR and Real Estate and Workplace operations professionals.

Prior to joining Gartner, Mr. Pajarillo led the Organizational Development and Effectiveness practice for Forshay, a SF Bay Area-based boutique consultancy, and also was the Head of HR Strategy at Gap Inc. and a Manager within Accenture's Human Performance organization.

Mr. Pajarillo holds a Master of Business Administration (M.B.A.) from UC Berkeley — Haas School of Business, a Master of Public Health (M.P.H.) from the University of Massachusetts — Amherst and Bachelor of Science in Molecular Biology from Lehigh University. He is also a Prosci Certified Change Practitioner.

Ashton Petersmith Associate Director, Digital Talent & Org, Gartner Consulting



Ashton is an Associate Director and part of Gartner's Digital Talent and Organization practice where she has assisted clients with undergoing large transformational efforts as a result of digital. Her skills include: Organizational change management (OCM), IT operating model design, job architecture design, communications (strategy, planning and execution), training, and program quality assurance. Ashton also supports Gartner's Digital practice, where she works with clients to develop digital IT strategies to support business strategy and large scale digital transformation.

Ms. Petersmith's recent work includes:

- *For a Global CPG Company-* Designed the Data and Analytics job architecture for newly developed Data and Analytics Operating Model. Built job descriptions including skills and key responsibilities, articulated hand-offs between roles and organizations, and developed career and growth paths for all Data and Analytics jobs and roles. Additionally, performed data-driven culture assessment leading to development of a behavior and culture change roadmap.
- *For a North American Healthcare Payer-* Led the assessment, design, and implementation of a target Job Architecture for a large IT organization moving to a product-centric model. Streamlined existing job architecture and reduced total job families by 50%; created new and updated existing job family materials and job descriptions to be reflective of current and future state work, ensuring responsibilities covered new ways of working related to automation, DevOps, cloud, agile, etc. Built roles framework, growth paths, and career accentuators framework to enable and encourage career development and versatility.
- *For a North American Insurance Company-* Designed and built Job Architecture for IT organizational undergoing digital transformation. Streamlined and clarified job architecture, recommending jobs and job family groupings that more effectively drive the organization towards achieving critical business goals. Built career path progressions and roles based framework to enable development and career progression.
- *For a Public Broadcasting Company-* Defined and refined the organization's values and guiding principles, and applied them to the development of new IT job architecture that aligned roles with the organization's values, and strategically modified previously disparate job architecture into new intentional and delineated job architecture, including the introduction of new strategic job families necessary to achieve the organization's future vision/ goals.
- *For a North American Oil & Gas Company-* Performed OCM for a newly merged organization, focusing largely on driving culture change, implementing new ways of working, and building Change Leadership capabilities to support a new IT Operating Model. Established an OCM methodology to execute effective stakeholder communications driving engagement, perform iterative culture impact assessments, address systemic enablers, and introduce culture hacks.

Ashton earned her BA from Ball State University and her MBA from Fordham University, where, as part of her capstone project, she wrote an organizational theory case study focused on the implications of identity on business; this case was later published and is used in the graduate level Organizational Theory program.

Jessie Minks Senior Consultant, Digital Talent & Org, Gartner Consulting



Jessica Minks is a Consultant with Gartner Consulting, focusing on the Digital Talent and Organization practice. She specializes in strategic assessments, system modernization initiatives, and Job Architecture. Ms. Minks joined Gartner in 2018 and is based out of Houston, Texas.

Ms. Minks' recent project experience includes:

- For a Large County — Served as a workstream lead and point of contact for a county-wide telework and digital transformation strategy and roadmap to prepare for large transition of current employees to a telework workforce. Conducted and led ~20 interviews / focus groups to determine telework experience lessons learned as an input into a current state assessment of Telework enablement at the County due to COVID-19. Reviewed current County documentation, policies, and procedures and determined barriers to telework and identified actionable changes and specific language additions. Developed a set of recommendations to address identified barriers to productivity and performance management. Led Job Architecture and Job Description review and identification of improvements to support future large scale telework arrangements at the County (inclusive of a decision framework, updated job descriptions with telework language, future state job architecture, and sample career paths). Developed a Telework Program Charter and Telework readiness assessment per stakeholder group, in addition to recommendations to People, Policy, Process, and Technology. Developed a Telework roll out plan to enable transitions.
- For a Healthcare Insurance Provider — Conducted a two-step Job Architecture engagement focused on an initial Pilot Job Family followed by the remaining roll out of additional job family materials in support of an organization job architecture. Conducted Incumbent Workshops to understand the jobs within the organization and developed detailed Job Guides for all job families. Assisted with the development of supporting competency identification, job descriptions, career paths and career accentuators for each job family.
- For a large City — Co-led the development of an agile product-based target job architecture to address outdated job requirements and current challenges in the IT department. Conducted interviews with stakeholders to determine target state job families, job series, and agile and versatile based roles. Led the development and presentation of applicable market and labor trends affecting future IT positions. Additional deliverables included job guides, job descriptions, and a framework for product organization transformation. Co-led the IT compensation benchmark to determine salary pay bands for target state job series.
- For a K-12 Institution — Conducted project management activities and served as the main point-of-contact for Gartner/Client. Served as the lead HR Subject Matter Expert (SME). Led and developed the HR current state assessment, managed and led the HR workshops and follow-up discussions, developed a Business Context Report to serve as input to the Request for Proposal (RFP), and applied an impact assessment framework to line item requirements. Assisted in the development of the organizational vision, application architecture, governance, ERP strategy, and the RFP. Supported the development of the ERP Program Plan and partnered with the client to develop strategic communications artifacts. As part of upcoming work, Gartner will assist in proposal evaluation training, independent proposal review and analysis, demonstration support and contract negotiations.

Prior to joining Gartner, Ms. Minks' work experience spanned across Travel Technology, Retail and Communications. Ms. Minks earned her Bachelor of Science (B.S.) in Communication from Texas A&M University, as well as a Master of Science (M.S.) in Business Marketing with an emphasis in Data & Analytics and International Business.

Brian Avants, Associate Director, State and Local Government



Brian Avants is an Associate Director within Gartner's State and Local Government Practice consulting practice specializing in project quality assurance, IT strategy, market assessments, sourcing, and system procurement. Mr. Avants has experience working with systems supporting Voter Registration and Elections Management, Enterprise Applications, Business Intelligence Platforms, Voice and Unified Communications, Case Management, and Integration middleware.

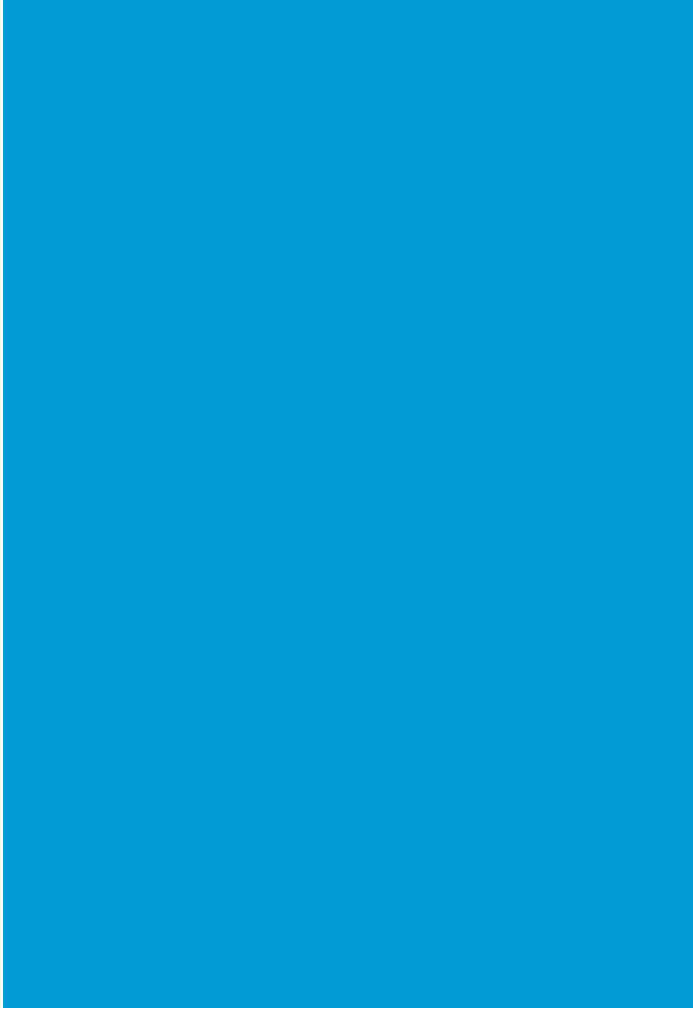
Based out of Colorado, Mr. Avants has over 7 years experience with project management, organizational design, performance management, process design and optimization, change management, and quantitative analysis. Mr. Avants's experience includes:

- For the Oregon Secretary of State – Voter Registration and Elections Management: Conducted a current state assessment for their current state Voter Registration and Elections Management system, in collaboration with the ORSOS and key Counties developed a future state vision, business requirements, and assisted with vendor evaluation, selection, and contract negotiations.
- For the California Highway Patrol – In-Car & Body Worn Video: Provided Independent Validation and Verification (IV&V) services for the implementation of CHP's dual In-Car Camera / Body Worn Camera and Cloud based digital evidence management system. Including retrofitting over 2500 vehicles to accommodate the new hardware and Cradlepoint wireless modems which allowed vehicles to upload video directly to the Cloud through FirstNet.
- For the Seattle Police Department —Data Analytics Platform Project Assurance: Provided independent Project Assurance oversight over the implementation of the Seattle Police Department's Data Analytics Platform (DAP). This platform integrated data from multiple data sources and provided reports critical for tracking internal operations in compliance with a Department of Justice Consent Decree, as well as operational metrics to enhance data driven decisions
- For the County of Santa Clara IT — Integrated Justice Platform Program System Design, Strategy, and Oversight: Assisted in the development of a strategic feasibility assessment, procurement strategy and system architecture to integrate multiple disparate systems to create an Integrated Justice Platform utilizing advanced Business Process Workflows to facilitate the electronic exchange of information. The results provided the agency with targeted recommendations on the technology to focus on, risks and issues to consider, budget implications, procurement options, timelines and recommended program support and structure. Additionally, provided independent Project Assurance oversight over the integrated justice program to validate the program was adhering to the defined strategy and delivering on key goals
- For City and County of San Francisco — Integrated Justice Strategic Roadmap: Developed a 5-year strategic roadmap which specified projects, timelines, and goals to evolve the City's Integrated Justice platform.

Mr. Avants holds a Masters in Business Administration from Santa Clara University, a Bachelor of Sciences in Business Administration from San Jose State, and is a Certified Project Management Professional (PMP) from the Project Management Institute (PMI)

Appendix

References & Case Studies



Case Study: Strategic IT Assessment and Roadmap for a Local California County Government (1/2)

Client Context

- The Client is a local California county government that serves the needs of 550k+ community by promoting public health, safety, welfare and the local economy in an efficient and cost-effective manner.
- The County's IT organization employs a federated model where each County department maintains its own IT staff, allowing them the organizational agility to meet the unique needs of their department.
- While the Client maintained a Central IT department, its role in relation to other Agency IT departments remained unclear.
- Additionally, the Client was seeking to understand if Central IT's organizational structure and application portfolio were "right-sized" to meet the needs of its internal customers and citizens.
- Gartner was engaged to conduct a strategic assessment of the County's current IT services and develop recommendations to inform how the Central IT department could more effectively support current and future business needs.

Business Challenges

- The Client's federated IT operating model impeded it from fully realizing the benefits of County-wide coordination:
 - Business alignment on the Client's enterprise-wide applications
 - Economies of scale from coordinated technology investments
 - Visibility to local innovations that could benefit the enterprise
- Central IT's current organizational structure did not allow the department to sense and manage the demand of its internal customers.
- The County's portfolio of applications contained redundancies and technical debt.

Approach/Differentiation

- Conducted interviews with 50+ County Business and IT Leaders to understand key growth drivers and IT's ability to meet future business needs.
- Delivered a strategic IT assessment which consisted of the following workstreams:
 - Organizational Maturity Assessment to understand County IT capabilities, evaluate the design of County IT roles and evaluate Central IT's organizational structure
 - Application Portfolio Assessment to understand the County's current portfolio and optimization opportunities
 - Benchmark Assessment to evaluate County-wide IT spending and staffing
- Conducted an IT Score assessment to inform the Organizational Maturity Assessment.
- Conducted an App Score assessment to inform the Application Portfolio Assessment.
- Leveraged Gartner research and IP, including Gartner's operating model patterns, to inform strategic visioning sessions and maturity recommendations.

Benefits Achieved

- Gained County-wide consensus on a "service-aligned" IT operating model that clarified the roles and requirements of Central IT vs. Agency IT
- Designed the target state organizational design and interim state organizational structures to inform the transformation journey.
- Modernized County IT's job architecture and designed role profiles in support of the target state organizational design.
- Delivered recommendations to:
 - Optimize County IT's application portfolio through optimization, modernization and standardization.
 - Optimize IT spend via increased process coordination and centralization.
- Delivered a strategic IT modernization roadmap, organized around four key themes: Deliver Higher Value, Provide Greater Agility, Optimize Spending and Manage Complexities.

Case Study: Strategic IT Assessment and Roadmap for a Local California County Government (2/2)

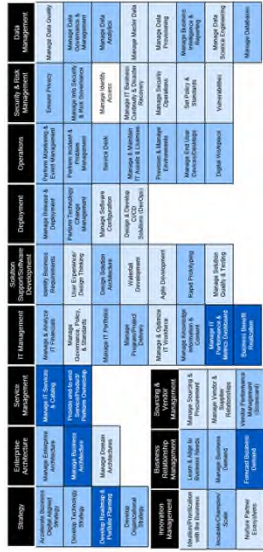
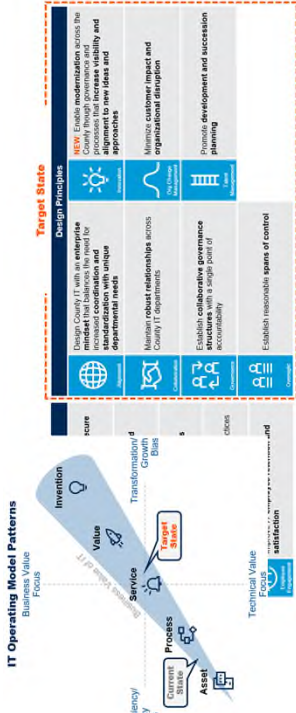


Exhibit A: Target State Visioning & Org. Design Principles

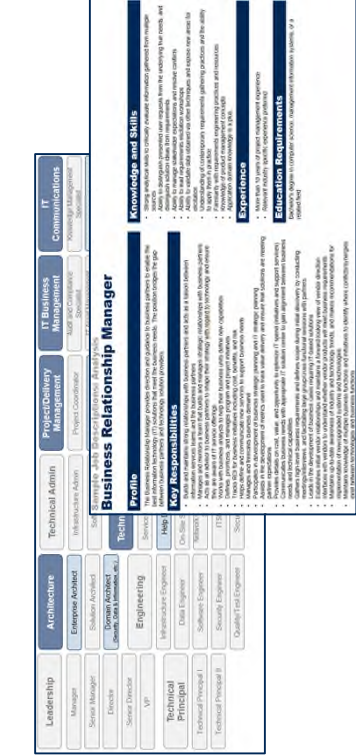


Exhibit D: Job Architecture and Role Profile Recommendations

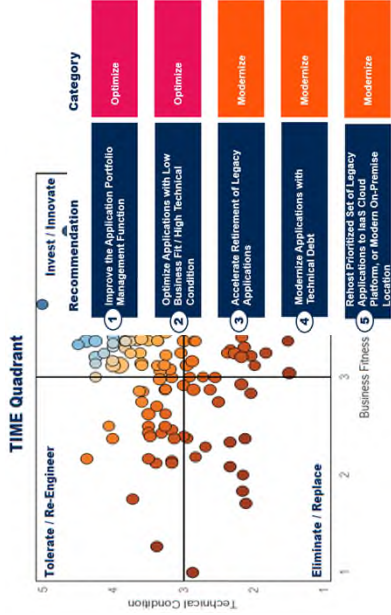


Exhibit E: Application Portfolio Optimization & Recommendations

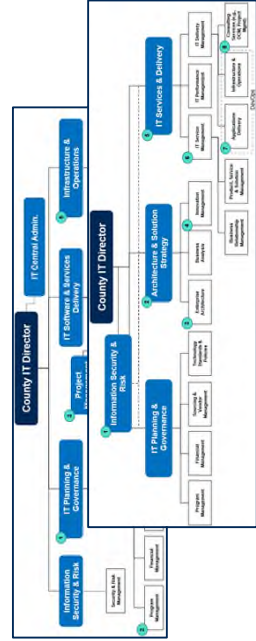


Exhibit C: Target and Interim State Org. Designs

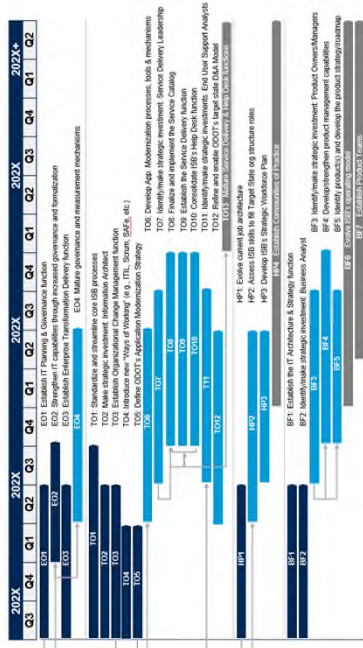


Exhibit F: Detailed Modernization Roadmap

Case Study: IT Organizational Model Development For Redefined IT Team

Client Context & Business Challenges

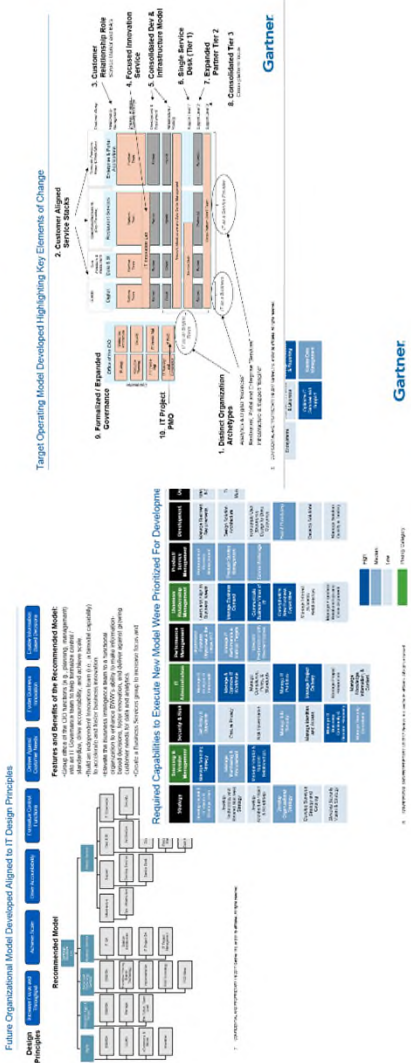
- A retail organization was looking to develop a new agile and responsive IT organizational model that positioned IT to better and more effectively support business objectives.
- Effectively supporting the business was historically a challenge due to the reactive IT culture and typically “order-taking” positioning of IT, a very lean IT organization, and a lack of clarity around prioritization between projects and support.
- The client had a new CIO who had several organizations newly combined within his area of responsibility and was still learning where strengths existed within his team, while trying to reposition the IT organization.
- The IT organization was under pressure to more effectively address the business’ needs as the business had aggressive growth and expansion plans, which required currently non-existent capabilities from the IT organization, including a priority to innovate guest experience.

Approach/Differentiation

- Held interviews and working sessions with IT leadership to develop a robust and specific set of 7 design principles to guide the development of a new IT operating model and address current challenges (e.g., prioritization, achieving scale, accountability)
- Through a collaborative process, used design principles to design a Target State Operating Model, encompassing three distinct organization archetypes (IT as an engine room, IT as a business, and IT as a service provider) to delineate roles of functions within IT
- Held workshops to identify IT capability gaps and capability priorities, which served as inputs into 6 maps that illustrated with functions would be accountable for which IT capabilities
- Used maps to design 4 organizational model recommendations for the client, and held workshops to identify which components from these models were most effective for the client. Components served as inputs into final organizational model recommendation.

Benefits Achieved

- Developed set of 7 design principles, future state IT capability model, and a recommended organizational model to help client address current challenges
- Defined 6 functions in terms of capability and responsibility, as well as identified reporting relationships to optimize communication and IT efficiency
- Detailed program next steps to operationalize the changes required to implement the recommended organizational model
- Provided a model that positioned IT to support business growth and expansion, with options for adjustment

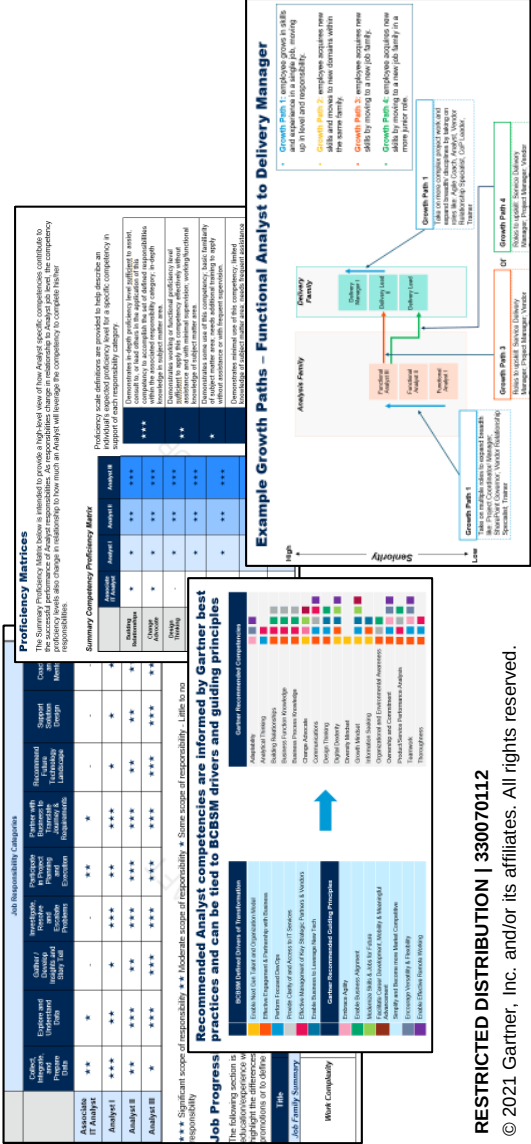


Case Study: Developing a Job Architecture to Support a Healthcare Insurance Provider

Client Context

- The Client is the largest leading healthcare insurance provider in the State with the largest health care network. The organization provides improved and affordable health care plans to allow members of the community access to quality healthcare to improve lives of those in need today and in the future. The organization is committed to being every members’ “partner”, keeping innovation top of mind, and improving healthcare and the overall health of individuals. The Client serves over 4.5 million individuals within the State, an additional 1.6 million across the nation, and employs roughly 8,000 individuals.
- Gartner was engaged with the Client to conduct a multi-phased program to validate the future state job architecture framework, build out target state job guides and job descriptions, and design and develop career pathways to assist in growth and development at the organization.

Job Family Guides, Competency Mapping, and Career Pathways



Business Challenges

- The Client’s current Job Architecture is outdated, overlapping, and does not fully reflect the job requirements that are being completed within the organization.
- Current job guides reflected old ways of working, tended to require HR intervention when small progressions were made due to large number of job titles, and did not provide visibility into growth and development to employees.
- Job responsibilities were highly technology-centric and
- IT leadership was committed to strengthening the organization and ensuring it had the appropriate roles and talent in place to meet the organization’s future strategy and enable strategic initiatives.

Approach/Differentiation

- Gartner conducted a two part approach to job architecture.
- Phase 1 consisted of a “Pilot” job family followed by the roll out of all materials for the remaining 6 Job Families.

Benefits Achieved

- Refined and simplified the current state job families into a manageable set of families that align with best practices and allow for versatility across the organization.
- Developed detailed job guides for 7 job families and supporting competency definition, job descriptions, and career pathways in support of the operating model.
- Developed job materials that incorporate agile and DevOps methodologies to prepare the organization for future growth and enhancement.
- Improved visibility into career lattices across IT.
- Designed and built future state job architecture and career paths to support future transformation at the organization.

Reference 1: Recent Job Architecture Engagement for a City IT Department



Our services led to the development of a new, forward facing *Job Architecture inclusive of key marketplace trends*, 6 *Job Family Guides* and all *supporting job materials*, as well as *customized compensation ranges* benchmarked against industry and location for jobs within CoSA's job architecture framework.

City of San Antonio (CoSA) <https://www.sanantonio.gov/> - IT Job Architecture and Compensation

CoSA's Challenge:

- The City of San Antonio is one of the ten largest cities in the United States, and was seeking to shift from a traditional project management-based approach to an agile, product centric approach to better serve its customers. The City sought to understand how to change its overall Job Architecture to better align with product management and identify the job families and roles that the organization needed its new operating model. The City asked Gartner to develop a new Job Architecture (i.e., job families, job series, job descriptions, and competencies, etc.) to align its existing job functions to a product management delivery approach.

Gartner's Approach:

- The objective of the engagement was three-fold; 1) to refine and simplify current job families to reflect best practices and the IT operating model, 2) to evolve future state job materials to improve employee mobility, flexibility, career development and job satisfaction, 3) to design and build the future state job architecture and career paths to support future transformation at the organization, and 4) to determine competitive salary bands for select job titles.

Value Realized by City of San Antonio:

- Through Gartner Consulting services, the City now has streamlined, clear, and actionable job materials that reflect the work required today and in the future to support the strategic initiatives of the IT organization. Utilizing market compensation data, Gartner helped the City improve the effectiveness of its recruiting and retention. The final Job Family materials provided a number of benefits including; 1) broader, more delineated responsibilities 2) a refined set of Job Titles that enable easier organizational mobility 3) a clear understanding of best practices in product management and operating model transformation applicable to the desired target state, 4) transformed technology and business-centric job responsibilities, and 5) market-aligned salary and compensation data determining the value of newly-defined product-based jobs.

Contact: Christina Sanchez, HR; Christina.Sanchez@sanantonio.gov



Reference 2: Recent IT Organizational Transformation Engagement for a North American Health System



Gartner conducted over 20 focus group sessions and executive interviews to develop the **current state assessment and identify gaps** between the existing IT organization and the desired organization and services. Following the **transformation roadmap**, Gartner determined the **cost of each initiative and staffing projections**.

Lahey Health www.lahey.org/ - IT Organization Design to Support Post EHR Go-Live

Lahey Health's Challenge:

- Lahey Health is a leading health system consisting of five hospitals; outpatient centers, primary and specialty care; at-home, skilled nursing and rehabilitation services and behavioral services throughout the Northeast. Lahey Health previously completed the implementation of its Electronic Health Record (EHR) system and contracted with Gartner to create a more effective and efficient IT organization to support the call for patient / customer focus, and to enable a digital presence via a new IT organizational structure aligned with Lahey Health's business strategy and transformation of IT services.

Gartner's Approach:

- The objectives of the Organization Design work were: 1) to define a target operating model that aligns with business drivers 2) Design the new organizational model, roles, and reporting structure, 2) develop new role descriptions and assess fit of current staff to future roles, and 3) create career growth opportunities to better support and engage staff.
- Lahey Health engaged Gartner to address 1) the need to determine the most efficient and effective IT organization structure to improve business alignment, 2) low IT employee satisfaction scores, 3) the need to strengthen IT support of an ongoing merger and acquisition activity and enterprise growth, 4) lack of focus on the patient / customer and the need to accelerate the path to digitalization, 5) poor support of the emerging Accountable Care Organization, and 6) compliance with government mandated Meaningful Use, HIPAA, ICD-10, etc. requirements.

Value Realized by Lahey Health:

- Through Gartner Consulting services, critical gaps were identified and a target state IT organization design and associated services were laid out for further transformation planning. Gartner's organization model framework enabled Lahey Health to determine the most effective structure and improve business alignment. The creation of new jobs and career paths set the foundation for Lahey Health to improve its lagging employee satisfaction scores. Additionally, Lahey Health had an organization design that enabled employees to focus on patient / customer need and accelerate IT's path to digitalization.

Contact: David Reis PhD, CIO; dwr36@med.miami.edu (Currently CIO at U Miami Health System)



Reference 3: Recent Job Architecture Engagement for a National Employee Benefits Company



Our services set the foundation for Trustmark to **build and execute its organization of the future**. Gartner's best practice job framework and future focused job research enabled Trustmark to identify the **jobs and skills it required for the future**.

Trustmark Benefits <https://www.trustmarkbenefits.com/> - IT Job Architecture Assessment and Development

Trustmark's Challenge:

- Trustmark is a leading benefits company that offers solutions that help enhance wellbeing and provide greater financial security. Trustmark was at the beginning stages of an agile transformation impacting roles, skills, methods, and ways of working. Trustmark needed to redefine its Job Architecture to ensure the right roles, skills, and competencies were included in the organization to support its transformation and the achievement of business goals.

Gartner's Approach:

- The objective of the IT Job Architecture Assessment and Development engagement was four-fold: 1) understand jobs and skills that currently existed in the organization and rationalize these jobs into more consistent jobs 2) streamline and modernize its job architecture 3) uncover gaps in its job architecture and identify jobs and skills that were required to achieve IT and business goals, as well as support the agile transformation and 4) develop updated skill profiles reflective of future ways of working.

Value Realized by Trustmark:

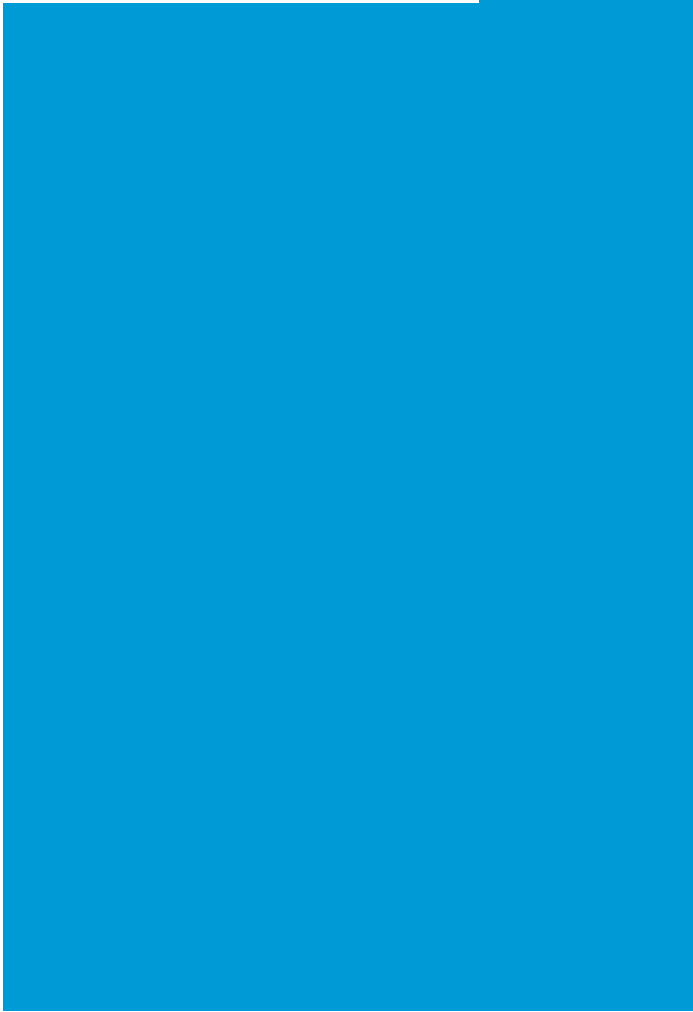
- Through Gartner Consulting services, Trustmark now has a modernized job architecture consisting of 9 streamlined job families. Leveraging Gartner research and deep consulting experience, Gartner worked with Trustmark to define a job architecture that was comprehensive and reflective of the work required in the target state during and post agile transformation. Gartner provided best-practice guidance and advice to update and create new jobs and skills to ensure the right people have the right skills to perform the necessary work to meet the goals of IT and the Business. This work has positioned Trustmark to take desired next steps in identifying skill and job strengths and gaps to further refine its talent management strategy.

Contact: Mary Ellen Spedale, Executive Director HR; MSpedale@trustmarkbenefits.com



Appendix

Optional Application Rationalization Initiative



Gartner Application Rationalization Point of View

Application Modernization, Cloud and other digital business forces require changes to your Application Portfolio – do you know where those changes need to take place?

1 out of 3

applications are not meeting current business needs

20%

of applications are running an obsolete platform, are high risk and costly to change

A foundational Application Portfolio Optimization analysis grounded in business capabilities will enable an actionable baseline for systematic investment planning

23%

can be considered for near-term elimination or replacement

3 out of 4

of all applications are still hosted on-premises

Gartner Application Rationalization Point of View

Data, analytics and insights to deliver targeted business outcomes and optimize complicated application portfolios



Business Focus

- Drive to business outcomes by leveraging a **Business Capability Model (BCM)** focused approach
- Measure the **business fitness** of each application across 8 standard dimensions



Rapid Assessment

- Online assessment expedites discovery and analysis
- **Modular and flexible model** to assess applications and/or software tools
- Plug-in existing data to jumpstart progress



Diagnostic Methodology

- Objective and unbiased approach provides outcomes that are **data-driven**
- Prescriptive analysis based on proprietary Gartner Research enabled by Consulting's **AppScore platform**



Best Practice Benchmarks

- **Out-of-the-box peer comparisons** & benchmarks from database of 34,000+ applications
- Gartner Research & Consulting both leverage this dataset

Interactive Analysis

Drill down via **interactive dashboards** to connect strategic objectives and tell an accurate investment story

Value Proposition

Why Should County Undertake an APO Project?

Reduce Risk



Address ‘burning platforms’ for high-risk systems of record

- Gartner’s methodology will pinpoint applications past the ‘tipping point’ of productivity where value is decreasing, and cost is increasing - typically applications that are 12+ years old that support capabilities of record

Prioritize the business impact of technical debt

- Our approach will prescriptively identify the specific applications that are running obsolete technology components and tell you how many releases behind your tech stack is

Optimize Costs



Eliminate ineffective and unused applications

- 23% of your portfolio can likely be considered for elimination or replacement – this will be identified through a data-driven approach

Achieve hard dollar savings by triaging high spend vendors

- Clients have saved between 15% and 25% of their application budget by rationalizing and standardizing their portfolio*

Accelerate Innovation



Focus agility on capabilities that drive business innovation

- Innovative business capabilities are typically underfunded by 50% in most portfolios – balancing the back-office portfolio will unlock the ability to fund desired levels of innovation

Prioritize cloud based on business opportunity not just tech possibility

- Our methodology will identify the best migration path and target landing platform for each application based on business impact and technical fit for cloud hosting

Speed to Value



Prioritize and right-size investments

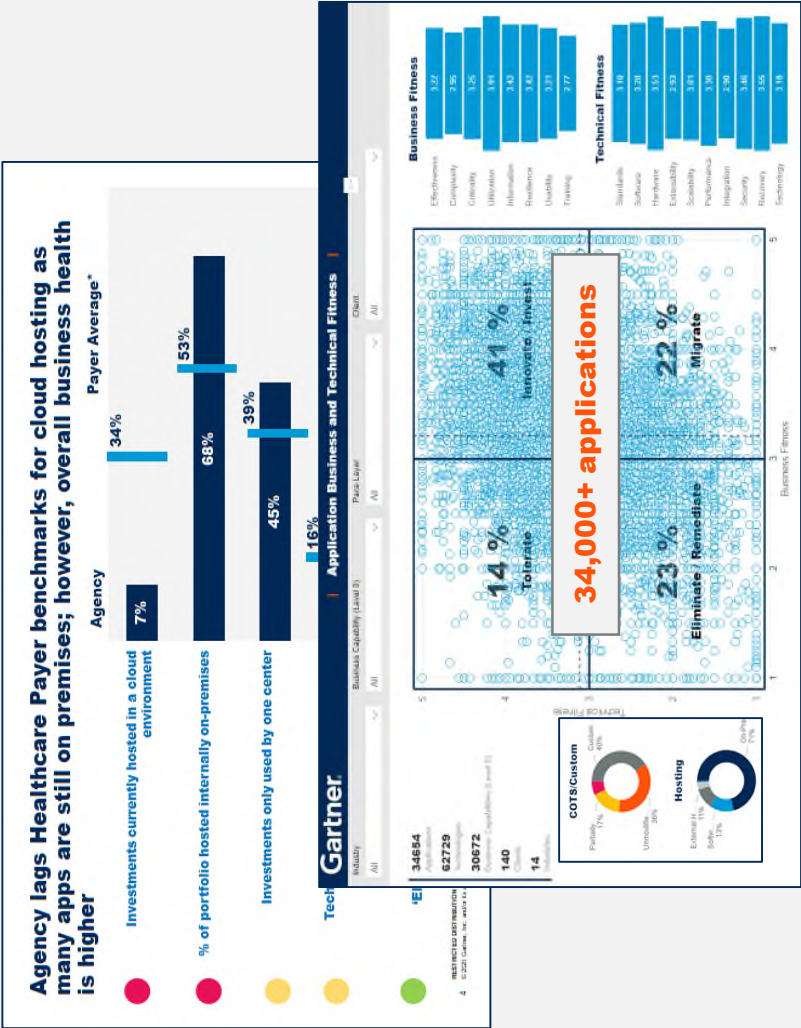
- We will leverage Gartner’s AppScore database of 34,000+ applications for peer comparisons and benchmarks

Frame all results in business outcomes, not technology projects

- 1 out of 3 applications in your portfolio right now are likely not meeting business needs and our methodology will detect them

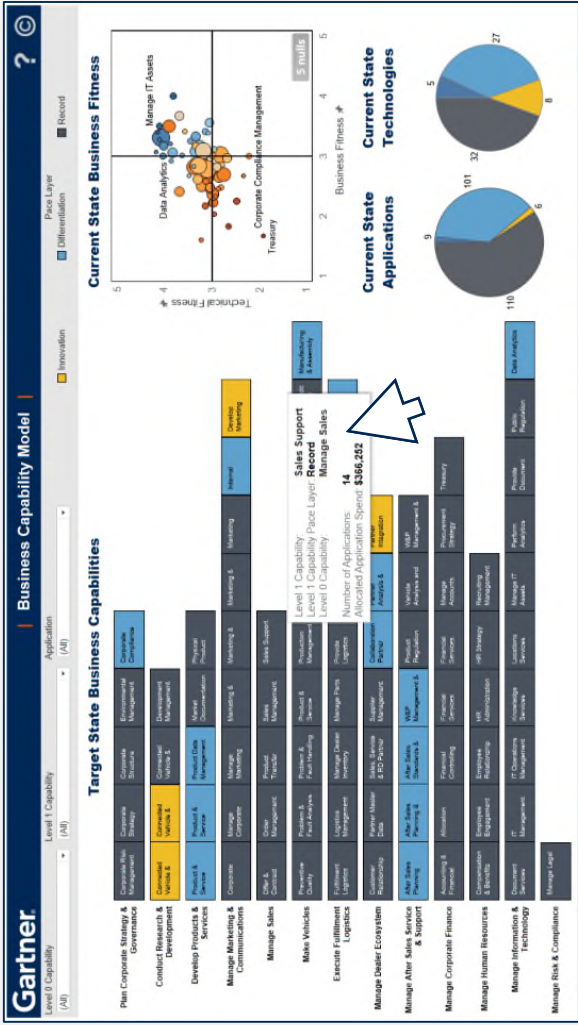
Best Practice Benchmarks & Interactive Dashboards

Baseline performance against peer portfolios and standard metrics



Benchmark TIME dispositions for Business and Technical fitness metrics for integration, complexity, usability, technical debt & others

Interactive dashboards allows for real-time analysis and YOY tracking against internal metrics



Gartner will work you to determine the best decision models and visualizations to enhance program value. Your stewards of this content will have access online @Gartner.Analytics.com

Prioritizing Areas for Rationalization

Application leaders are overwhelmed by the sheer number of applications to inventory and assess at the start of a rationalization process - how do you determine where to begin?

Prioritization

- Duplication in your portfolio can be a GOOD thing – it allows specific business units to experiment with different tool sets so they can innovate and differentiate
- However, there are other portfolio areas where duplication is not providing any business benefit
- Don't just count applications – determine 'should this capability be rationalized'

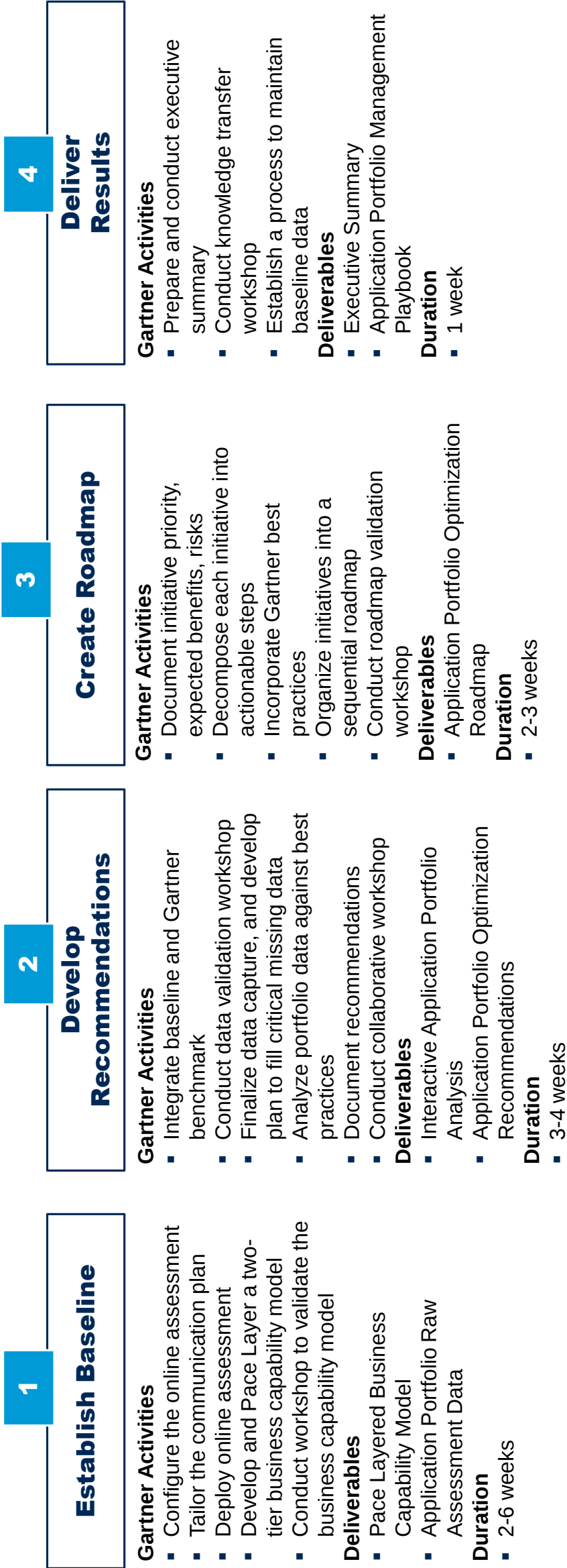
Take Away

Start with Human Resources and Finance

- Gartner has found that these are the areas where duplication & lagging effectiveness have been most stifling to progress
- Additionally, these are the most commoditized market spaces where standardization & SaaS-replacement opportunities exist
- To make rationalization a needle-moving exercise for the business, focus here – this is where duplication is not yielding benefit

Industry Agnostic Capability Areas	Average % of Redundant Applications	Average Business Effectiveness	Pace Layer
R&D	22.5%	Above Average	Innovation
Sales Support	19.6%	Average	Differentiation
HR	21.8%	Below Average	Record
Finance	19.4%	Below Average	Record
Production	18.9%	Average	Differentiation
IT	33.9%	Above Average	Record
Marketing	22.3%	Average	Innovation
Customer Service	20.4%	Average	Differentiation
BI, Analytics and Reporting	20.2%	Average	Innovation

Approach Overview – This approach could be done after the Application Inventory has been completed as part of the Primary Engagement



Thank You!



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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR Phase A services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$475,000** with the Option to exercise Phase B services to be rendered as an amendment under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$126,000**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A**, Phases A. If the County exercises its Option as described in Section 3 of the Agreement, Phase B scope and payment will be identified in amendment to Agreement for Phase B.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the services performed over the period specified, clearly identifying the work performed. These invoices must reference the assigned Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all third party claims, actions, losses, damages, judgments and/or liabilities caused by the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

LIMITATION OF LIABILITY

Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. CONTRACTOR's total liability arising out of this Agreement and the provision of the Services shall be limited to two (2) times the fees paid by the COUNTY under the specific Statement of Work under which such liability arises. The foregoing limitation upon the types of damages and amounts of liability shall not apply to: (i) indemnification obligations of CONTRACTOR; (ii) losses arising out of the willful misconduct, fraud, or gross negligence of CONTRACTOR; and (iii) losses arising from any breach of obligation to comply with laws.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may

require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.