0150-10935-0003

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The City Council The City Attorney	10/29/2025	
FROM		**COUNCIL DISTRICT**
The Mayor		All

Proposed Third Amendment with Infosys Public Services, Inc. (C-141694) for LATAX Application Maintenance and AWS Operational Support Services.

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the attached revised City Administrative Officer report.

MAYOR
(Jenny Delwood for)

MWS:LRR:05260058

CAO 649-d

REVISED

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract

($25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 10-23-25	C.D. No. ALL	CAO File No.: 0150-10935-0003
Contracting Department/Bureau: Office of Finance		Contact: Ricardo Estrada (213) 648-8713	
Reference: Transmittal from the Office of Finance dated August 11, 2025. Transmitted from the Mayor on August 12, 2025.			
Purpose of Contract: To provide LATAX application maintenance and support and AWS operational support services.			
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-141694		Contract Term Dates: September 16, 2025 through September 15, 2026	
Contract/Amendment Amount: $1,403,621 Proposed amount $ 1,403,621 + Prior award(s) $ 4,855,330 = Total $ 6,258,951			
Source of funds: Fund 100, Dept. 39, Account No. 003040 – Contractual Services			
Name of Contractor: Infosys Public Services, Inc. Address: 800 King Farm Boulevard, Rockville, MD 20850			

	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0.0025%				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council approve and authorize the Director of the Office of Finance or their designee to execute the proposed Third Amendment to Contract No. C-141694 with Infosys Public Services, Inc. to provide LATAX application maintenance and support and Amazon Web Services (AWS) operational support. The term of the proposed agreement is one year, from September 16, 2025 to September 15, 2026, with two one-year options to extend. The maximum allowable compensation shall not exceed $1,403,621, subject to the review and approval of the City Attorney as to form.

SUMMARY

In accordance with Executive Directive No. 3, the Office of Finance (Department) requests authority to execute the Third Amendment with Infosys Public Services, Inc. (Contractor) for LATAX application maintenance and AWS operational support services. The proposed agreement will extend the term by one year from September 16, 2025 through September 15, 2026. The proposed amendment will increase the contract ceiling by $1.4 million from $4.86 million for an amount not to exceed $6.26 million.

LaTanya Roux			Yolanda Chavez
LRR	Analyst	05260058	for City Administrative Officer

In October 2022, the Department entered into a 'piggyback' agreement (C-141694) with the Contractor for LATAX application maintenance, AWS Cloud infrastructure and environment set up, application and database migration to AWS Cloud, AWS operational support in Shared Service Model, and as-needed database administration services, for a term of two years and three months from October 1, 2022 through December 31, 2024, for a total contract amount not to exceed $3.91 million. The First Amendment was executed in August 2023, and included an adjustment to the Program Timeline and Delivery Methodology, however, there was no change to the contract value or term. The Second Amendment was executed in February 2025 and extended the term from January 1, 2025 to September 15, 2025, with an increase to the maximum allowable compensation of $952,000 from $3.91 million to $4.86 million. The proposed Third Amendment will add $1.4 million for a maximum allowable compensation of $6.26 million.

The State of California, Department of General Services (DGS) executed a California Multiple Award Schedules (CMAS) contract (No. 3-20-70-3281B) with the Contractor for information technology services. In accordance with Charter Section 371 (e)(8), the Department selected the Contractor based on the competitive process conducted by DGS that allows the use of agreements established by other governmental agencies. The CMAS contract was initially for the period of December 9, 2019 to December 8, 2024, which has been extended, effective October 24, 2024 to December 8, 2029.

In accordance with Charter Section 1022, the Personnel Department and the Office of the City Administrative Officer have determined that the services set forth in the proposed contract can be performed more feasibly by an independent contractor. There are no City classes able to perform the full scope of the work proposed to be contracted. On October 23, 2024, the Department submitted a Notification of Intent to Contract to the Employee Relations Division. To the best of our knowledge, the Contractor has complied with all standard provisions for City contracts.

In accordance with Los Angeles Administrative Code Section 10.5(b)(2), City Council approval of the proposed amendment is required because the amendment will result in an agreement with a cumulative term that exceeds three years.

FISCAL IMPACT STATEMENT

The Department has $1.35 million available in the Contractual Services Account which will fund the baseline services for the contract year. Should the City require the use of additional "as needed" services, funding will need to be identified utilizing available surpluses. Funding in subsequent years will be subject to the appropriation of funds in the Department's annual budget.

FINANCIAL POLICIES STATEMENT

The recommendations stated in this report are in compliance with the City's Financial Policies in that current and future expenditures are limited to the appropriation of funds in the budget.

MWS:LRR:05260058

Attachments

DIANA MANGIOGLU
CITY TREASURER
DIRECTOR of FINANCE

CITY OF LOS ANGELES
CALIFORNIA

KAREN BASS
MAYOR

OFFICE OF FINANCE
200 N. SPRING ST.
ROOM 220 – CITY HALL
LOS ANGELES, CA 90012

(844) 663-4411

https://finance.lacity.org

August 11, 2025

The Honorable Karen Bass
Mayor, City of Los Angeles
200 North Spring Street, Room 303
Los Angeles, California 90012

Attention: Legislative Coordinator

RE: EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO EXECUTE A THIRD AMENDMENT TO AGREEMENT C-141694 WITH INFOSYS PUBLIC SERVICES, INC. FOR LATAX CLOUD APPLICATION SUPPORT AND MAINTENANCE SERVICES

In accordance with Mayor's Executive Directive No. 3, the Office of Finance (Finance) requests approval to execute a Third Amendment to C-141694 with Infosys Public Services, Inc. (Infosys) for LATAX cloud application support and maintenance services for a period of one (1) year, with two (2) optional 1-year extensions.

BACKGROUND

The City of Los Angeles Office of Finance carries an important responsibility to ensure that four million Angelenos and over 500,000 businesses have the necessary services and City infrastructure to thrive. As the collector of over $3 billion in annual revenue from various sources including taxes, licenses, and permits, the Office of Finance enables funding for numerous essential municipal services for City residents and businesses. As the custodian of all money deposited in the City Treasury and all securities bought by the City, the Office of Finance actively manages the City's $16 billion General Pool and $300 million Special Fund investment portfolio, and processes over $40 billion through treasury services.

The LATAX system manages all tax and most permit activities for the City. Specifically, it manages over $3 billion in revenue annually, and 625,000 active accounts at any one time. Over 400 City staff are actively working in LATAX, and there are over 500,000 external business and constituent users of this system to engage with the City to pay the City taxes or permit fees. This single system coordinates Finance work efforts across all

organizational units into one centralized view, it helps streamline City work processes, automates liabilities assessments and billing and collections process. The system also interfaces with other external systems with the City's Finance Management System (FMS) and the City's bank. It also provides comprehensive datasets for all taxpayer activities.

The LATAX system, a dual facing processing platform, processes new business tax accounts, tracks and monitors existing business tax accounts, facilitates business tax and other permit payments, sends bills and payment reminders, interfaces with the City's Financial Management System, and other City Systems to ensure transparency and functionality across other City operations. While LATAX has been an extremely versatile system with many built-in core functionalities, it is a software system with over 20 years of operational use that lacks the needed characteristics and functionality to confidently maintain, preserve, or process the necessary data or executions needed to be compatible with today's cloud-based software platform, and improvements thereafter, as presently adopted by the City and many other industries.

Given these mission-critical mandates and given the age and fragility of the current LATAX system, the Office of Finance (City) seeks to execute a Third Amendment to C-141694 with Infosys for continued LATAX Cloud support and maintenance to ensure the stability and functionality of the application while Finance undergoes a Request for Proposals (RFP) procurement process.

On March 27, 2025, Finance released the LATAX Transformation Initiative RFP on the Regional Alliance Marketplace for Procurement (RAMPLA), RAMP ID No. 220355. This procurement process invites competitive proposals for an Integrated Tax Solution (Solution) and associated implementation services to replace the current LATAX system. With the estimated timeline for implementation of the new solution to take place sometime in 2027, Finance requires the ongoing support and maintenance services provided by Infosys to ensure stability and functionality of the fragile LATAX system until it can be fully retired.

FISCAL IMPACT

Compensation for the proposed Third Amendment will not exceed $3,735,829 for the full three-year extension. The 2025-26 Adopted Budget provides for the current year costs of this amendment, and Finance will request to continue sufficient levels of baseline funding for future service years for future year budgets. Not approving and/or providing funding for this contract amendment in future years will jeopardize the functionality of the LATAX system and will negatively impact City revenues because LATAX is the only system that tracks, manages, and processes business license taxes and other permit fee revenue receipts that ultimately interface with the City's Financial Management System.

RECOMMENDATION

Finance respectfully requests that the City Council, subject to the approval of the Mayor:

Authorize the Director of Finance to execute a Third Amendment to C-141694 with Infosys Public Services, Inc., for one year with two (2) additional 1-year extension options for a total of three (3) years, for LATAX Cloud Application Support and Maintenance services subject to final review and approval by the Office of the City Attorney as to form and legality.

If you have any questions, please contact Ricardo Estrada at (213) 648-8713 or by e-mail at ricardo.estrada@lacity.org.

Sincerely,

Diana Mangioglu
City Treasurer / Director of Finance

Attachments: Draft Third Amendment to C-141694 with Infosys Public Services, Inc.

cc: Lidia Manzanares, Office of the Mayor
Thomas Arechiga, Office of the Mayor
Delilah Puche, Office of the City Administrative Officer
LaTanya Roux, Office of the City Administrative Officer
Angela Berumen, Office of Finance
Matthew Crawford, Office of Finance
Mario Interiano, Office of Finance
Matt Hale, Deputy Mayor of Finance, Operations, and Innovation

THIRD AMENDMENT AND RESTATED PROFESSIONAL SERVICE AGREEMENT

TO C-141694

BETWEEN

THE CITY OF LOS ANGELES

OFFICE OF FINANCE

AND

INFOSYS PUBLIC SERVICES, INC.

FOR

LATAX CLOUD MIGRATION AND

APPLICATION SUPPORT AND MAINTENANCE

THIRD AMENDMENT AND RESTATED PROFESSIONAL SERVICE AGREEMENT NO. C-141694
BETWEEN
THE CITY OF LOS ANGELES
OFFICE OF FINANCE
AND
INFOSYS PUBLIC SERVICES, INC.
FOR
LATAX CLOUD MIGRATION AND APPLICATION SUPPORT AND MAINTENANCE

THIS THIRD AMENDMENT AND RESTATED PROFESSIONAL SERVICE AGREEMENT ("Amendment") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Office of Finance, and Infosys Public Services, Inc., a Delaware Corporation (hereinafter referred to as "Contractor" or "Infosys"), referred collectively herein as "Parties" or individually as "Party", with reference to the following:

WHEREAS, on October 1, 2022 the Parties entered into that certain Agreement C-141694 (the "Original Agreement"), wherein the Contractor agreed to provide LATAX cloud migration and application support and maintenance services ("Cloud Services"); and

WHEREAS, on December 17, 2023, the Contractor completed the LATAX cloud migration track portion of the Cloud Services but the City continues to require LATAX application support and maintenance services from the Contractor to ensure continuity of services for the City to administer the tax and permit collections for over 600,000 active accounts; and

WHEREAS, On February 3, 2025 the Parties entered into the Second Amendment, to extend the term of the Original Agreement to September 15, 2025, wherein the Contractor agreed to continue to provide application and support maintenance services; and

WHEREAS, the City continues to require LATAX application support and maintenance services from the Contractor to ensure continuity of services for the City to administer the tax and permit collections for over 600, 000 active accounts; and

WHEREAS, the Contractor continues to possess the expertise, skill, and abilities to perform the application maintenance and support services portion of the Cloud Services; and

WHEREAS, the State of California ("State") and the Contractor extended the term of that certain contract CMAS Contract ID 3-20-70-3281B ("Original State Master Service Agreement"), via Supplement No. 2, to a new expiration date of December 8, 2029; and

WHEREAS, the State authorized local governments, such as cities and counties, to utilize, at their own discretion, the State's procurement process for Contractor's services; and

WHEREAS, the Parties desire in this Third Amendment to extend the term of the Original Agreement, as amended, for an additional three (3) years from September 16, 2025 through September 15, 2028; and

NOW, THEREFORE, in consideration of the above premises and of the representations and covenants hereinafter set forth, the Parties hereto represent and covenant as follows:

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1. Parties to the Agreement

The parties to this Agreement are:

City – The City of Los Angeles, Office of Finance, a municipal corporation, having its principal office at 200 N. Spring St., Room 220, Los Angeles, California 90012.

Contractor – Infosys Public Services, Inc., a Delaware Corporation having its principal office at 700 King Farm Blvd, Suite 200, Rockville, MD 20850.

1.2. Representatives of the Parties

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

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

Diana Mangioglu, City Treasurer/Director of the Office of Finance
Los Angeles Office of Finance
200 N. Spring St., Room 220
Los Angeles, California 90012
E-mail: diana.mangioglu@lacity.org

With copies to:

Ka Ling Wong
Director of Systems, Systems Division
Los Angeles Office of Finance
200 N. Spring St., Room 220
Los Angeles, California 90012

E-mail: kaling.wong@lacity.org

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

Bhanu Prasad Narayana
Vise President Group Manager – Client Services
Infosys Public Services, Inc.
E-mail: Bhanu_PrasadN@infosys.com

For legal notices:
Kenneth Kopf
AVP - Assistant General Counsel
Kenn_Kopf@infosys.com

1.2.3. The designated Project Manager for the City is:

Ka Ling Wong
Director of Systems, Systems Division
Los Angeles Office of Finance
200 N. Spring St., Room 220
Los Angeles, California 90012
E-mail: kaling.wong@lacity.org

1.3. Formal Notices

Formal notices, demands, and communications to be given hereunder by either party must be made in writing and may be affected by electronic mail, personal delivery, or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

2. TERM OF THE AGREEMENT

2.1. Term

The term of the Original Agreement, as amended herein with this Amendment shall be for a period commencing on October 1, 2022, and ending September 15, 2026, unless otherwise terminated earlier as provided herein or amended elsewhere provided herein. The City may, at its sole discretion, extend the term of this agreement for two (2) additional 1-year terms, under the same prices, terms and conditions for such periods if both Parties agree to the extensions.

2.2. Ratification

Due to the urgent need for Contractor's services, Contractor may have provided

services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

3. SCOPE OF WORK

3.1. Statement of Work

The scope of services, deliverables, and City and Contractor responsibilities are described in the Statement of Work attached hereto and incorporated herein as Appendix A, Statement of Work (Rev. 5.28.2025).

4. PROGRAM TIMELINE AND DELIVERY METHODOLOGY

This Program Timeline is as follows.

Track	Start date	End date
Track 1	September 16, 2025	September 15, 2028
Track 4	September 16, 2025	September 15, 2028

4.1. Infosys shall provide the ongoing day-to-day technical support to diagnose, and remedy identified system errors and ensure functional operation of the LATAX system.

4.2. A working list of enhancements and fixes shall be developed and maintained between the City and Infosys with each item prioritized to direct the sequencing of effort by the technical team.

4.3. Project shall be invoiced monthly by Infosys as Authorized AWS reseller. As per standard commercial term for such work, payment of fees and related required tax are due within 30 days of receipt of the invoices.

5. PAYMENT

5.1. Compensation, Billings, and Payments

5.1.1. For complete and satisfactory performance of the term of this Third Amendment, the City will pay Infosys an amount not-to-exceed Three Million Seven Hundred Thirty-Five Thousand Eight Hundred Twenty-Nine Dollars ($3,735,829).

5.1.2. Compensation for all months of this project is contingent on funding availability and under no circumstances shall the work performed exceed the available funding.

5.1.3. Payment will be made in accordance with Appendix B, Payment Schedule (Rev. 8.5.2025) attached hereto and incorporated herein. Payment will be

made in thirty (30) calendar days after review and approval of the Deliverables by the City. In the event the Deliverables are not approved, the City shall provide Infosys with detailed comments addressing the shortfalls of the Deliverables and meet with Infosys to discuss the Deliverables.

5.2. Method of Payment

Subject to Section 5.1, Payment Schedule (Rev. 8.5.2025), Appendix B, and this section, the City shall pay the Contractor within thirty (30) calendar days of receipt and approval of the Contractor's invoices by the City.

All invoices must include the following information for payments to be processed:

- Name and address of company
- Date of Invoice
- Invoice Number
- Agreement Number
- Date(s) and description of services provided
- Amount of Invoice
- Total amount payable
- Remittance address
- Other additional information as requested by the Office of Finance

The Contractor must submit invoices to:

Ka Ling Wong
Director of Systems, Systems Division
Los Angeles Office of Finance
1200 W. 7th St., 7th Floor
Los Angeles, California 90017
e-mail: kaling.wong@lacity.org

5.3. Review and Acceptance of Deliverables

5.3.1. Payment to the Contractor will be authorized after acceptance of the Deliverables, such acceptance to be effected under the terms and conditions set forth under Section VI of Appendix A, and receipt of a properly completed invoice (in that order).

5.3.2. The City shall have ten (10) business days following the date on which Deliverables are delivered to it by Infosys to complete its review of the Deliverables (the "Acceptance Period"). If this test establishes that the Deliverables do not materially conform to the acceptance criteria set forth in the SOW, the City shall forthwith notify Infosys and Infosys shall, within a reasonable time, modify or otherwise improve the Deliverables in a reasonable effort to make them conform to the acceptance criteria.

5.3.3. If no written notification of material non-conformance is received by Infosys within ten (10) business days from commencement of the Acceptance Period or if the Deliverables are utilized for purposes other than testing by the City, the Deliverables shall be deemed accepted by the City.

5.3.4. If the City notifies Infosys in writing of any material non-conformance in the Deliverables, and Infosys is unable to remedy any non-conformance despite five (5) attempts to do so, the City's sole and exclusive remedy shall be to reject the defective Deliverables and to recover from Vendor the full amount paid by the City to Infosys for the defective Deliverables.

5.3.5. The provisions of this section shall only be applicable to Deliverables provided on a fixed price basis. Deliverables provided on a time-and-materials basis shall be deemed accepted upon delivery.

6. STANDARD PROVISIONS FOR CITY CONTRACTS

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein as Attachment A, except for the substitution of the following provision. The term “contract” as used in the Standard Provision shall mean this Agreement:

6.1. PSC-9 Termination

6.1.1. Termination for Convenience

During the term of this Statement of Work, neither party may terminate this Agreement for convenience, except the City shall the right to terminate this Agreement at any time should funding for this Agreement no longer be available by the City, for which the City will provide thirty days notice. Upon receipt of the notice of termination, Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to effect the termination. Thereafter, Contractor shall have no further claims against City under this Agreement. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights City is entitled to, shall become City’s property upon the date of the termination. Contractor agrees to execute any documents necessary for City to perfect, memorialize, or record City’s ownership of rights provided herein.

6.1.2. Termination for Cause

1. Except as provided in PSC-6, if Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Contractor written notice of the default. City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of City. Additionally, City's default notice may offer Contractor an opportunity to provide City with a plan to cure the default, which shall be submitted to City within the time period allowed by City. At City's sole discretion, City may accept or reject Contractor's plan. If the default cannot be cured or if Contractor fails to cure within the period allowed by City, then City may terminate this Contract due to Contractor's breach of this Contract.

2. If the default under this Contract is due to Contractor's failure to maintain the insurance required under this Contract, Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. Contractor shall not recommence performance until Contractor is fully insured and in compliance with City's requirements.

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

4. If Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates City's laws, regulations or policies relating to lobbying, then City may immediately terminate this Contract.

5. Acts of Moral Turpitude

a. Contractor shall immediately notify City if Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b. If Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.

c. If Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Contractor an opportunity to present evidence of Contractor's ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Contractor.

6. In the event City terminates this Contract as provided in this section, City may procure, upon such terms and in the manner as City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

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

7. MUNICIPAL LOBBYING ORDINANCE

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

8. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq*., 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if the City determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1.

The Contractor shall complete and upload a Disclosure Ordinance Affidavit, on RAMPLA.org.

9. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

10. TITLE TO PURCHASED AND CONSTRUCTED EQUIPMENT

Title to purchased and constructed equipment and material, including all software products, for which Contractor claims reimbursement, such reimbursement to include, any and all taxes paid or due on behalf of the City, shall pass to City upon payment of invoices claiming such reimbursement. All purchase orders issued by Contractor shall include a statement that Contractor is purchasing such equipment, material and software on behalf of City and that all warranties shall be to the benefit of the City. All purchase orders for computer software shall be registered in the name of City and all services associated with usage of the software including future updates shall extend to City. Contractor shall transfer to City all such equipment and material, including all software, upon completion of each work assignment, or upon termination of this

Agreement, or as directed by the City.

11. TAXES

Taxes. Contractor shall report and pay all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority in connection with this Agreement, whether assessed on Contractor or City, other than any such Taxes required by law to be reported and paid by the City. City shall within 120 days of invoice reimburse Contractor for all such Taxes paid by Contractor on City's behalf, excluding (a) Taxes on or measured by the overall gross receipts, net income, or the like of Contractor or its affiliates, and (b) Taxes imposed as a result of a sale or other transfer by Contractor of any portion of the equipment described in subparagraph 10.

12. RELEASE OF INFORMATION

Contractor shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Contract Administrator or as is required by law.

13. USE OF CITY'S NAME

Contractor shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Contractor in which CITY's name is used, or its identity implied without the Contract Administrator's prior written approval.

14. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one (1) instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

15. ORDER OF PRECEDENCE

Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and Schedule, the order of precedence will be as follows:

1. The body of this Third Amendment and Restated Professional Service Agreement and its appendices/attachments;
2. The body of the Second Amendment and its appendices/attachments;

3. The body of the First Amendment and its appendices/attachments;
4. The body of the Original Agreement
5. The other appendices/attachments/exhibits to the Original Agreement

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment and Restated Professional Service Agreement to be executed by their duly authorized representatives.

The City of Los Angeles, a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Diana Mangioglu
City Treasurer/Director of Finance
Office of Finance

Date: _____

Infosys Public Services Inc.

By: _____
Bhanu Prasad Narayana
Vice President

Date: _____

By**: _____
Kenneth Kopf
Secretary

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Charles Hong
Assistant City Attorney

Date: _____

NOTE: IF Contractor is a corporation, two signatures are required.
*The signature of President, Chairman of the Board, Or Vice President is required here; and

**an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By:_____

Date:_____

City Agreement Number: C-141694

Council File Number: ____

ATTACHMENT A

Standard Provisions for City Contracts

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

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

PSC-3. Time of Effectiveness

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

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

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

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

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

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

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

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

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq*., as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support AssignmentOrders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Infosys Public Services Date: 6/12/2025

Agreement/Reference: LATAX Application Maintenance and Support

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

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 1,000,000

☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** City of Los Angeles must be named as an additional insured party — 1,000,000

● Products/Completed Operations ☐ Sexual Misconduct ____

☐ Fire Legal Liability ____

☐ ____

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) ____

✓ **Professional Liability** (Errors and Omissions) — 1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) ____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood ____ ☐ Builder's Risk

☐ Earthquake ____ ☐ ____

___ ____

☐ ____

___ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds ____

___ **Crime Insurance** ____

Other: Provided to: Ricardo Estrada, Office of Finance 213-648-8713

1) Professional Liability to include Cyber Liability and Data Breach

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

APPENDIX A

Statement of Work (Rev. 5.28.2025)

Statement of Work
(Rev. 5.28.2025)

LATAX Application Maintenance and Support

City of Los Angeles and Infosys Public Services

I. PROJECT OVERVIEW

The Office of Finance currently utilizes an in-house system solution, LATAX, to manage all tax and permit operations for the department. The LATAX system will require ongoing technical support for the application code base to ensure the day-to-day functionality of the system and to implement technical enhancements for future CITY needs.

The Technology Strategy shifted towards a value-oriented operating model to unlock substantial safety and productivity value for our assets and functions. Cloud computing services, data, and digital factories are critical elements to delivering this objective at pace. This is a third amendment to the contract under the professional service agreement number C-141694, to extend the application and maintenance support.

The purpose of this project, through the requirements of and the Deliverables outlined in this Statement of Work (SOW), are as follows.

- **Track 1**: **LATAX Application Maintenance and Support -** Provide the required staffing with programming expertise in the LATAX code base. Ensure that the system operates according to business needs and has functionality updated as needed to meet changing business demands.
- **Track 4**: **AWS Operational Support in Shared Service Model -** Operational support of AWS cloud infrastructure post-deployment. Provide regular BAU cloud infra support, such as the latest patch version updates, user administration and access control, backups and restoration, security vulnerability mitigations, new infra components provisioning, infra enhancement and integration with the existing setup, etc.

II. Project Scope

A. **Project In-Scope**

The scope of services provided by this Statement of Work will include the following:

Track 1: **LATAX Application Maintenance and Support -** Ongoing maintenance on the following applications

- LATAX Portal Application
- LATAX Batch Jobs, including Control M
- Public Facing Portal
- SCERS Portal

Maintenance and Enhancement of Applications

- Ensuring continuous operational functionality with minimum business disruption
- Incorporating user feedback for improvements
- Upgrading systems to meet evolving business needs
- As a part of Track 1, the subsequent maintenance activity shall be addressed based on the prioritization of tickets and it is subject to capacity of the team.
    - LATAX Cloud Stabilization
        - Data type Casting
    - Legacy fixes – Preventive/Corrective maintenance.
        - Handling the correct return codes in Batch.
        - User/Java Concurrency - Class/variable issue (DB Lock)

- **Root Cause Analysis (RCA)**
    - Analyzing and identifying fundamental issues causing defects
    - Implementing corrective and preventive measures to prevent recurrence
    - Enhancing product quality through in-depth analysis.
- **Priority Definition:** Ticket Priority should be determined based on the definition.
    - 1 – Critical – Affects multiple users or critical business services without any workaround, which needs higher and immediate attention.
    - 2 – High – Affects a significant number of users or important services with workaround, which needs to be addressed as soon as possible but not immediately.
    - 3 – Moderate – Affects a moderate number of users or non-critical services, which can wait, if higher priority issues exist.
    - 4 – Low – Affects a small number of users or has minimal impact on business operations.
    - 5 – Planning – No impact to business users.

- **Expected Turnaround time –** Infosys and City will work together to achieve the following turnaround time objective, on a best effort basis **subject to capacity of the team**.

Incident Priority	Ticket Acknowledgement Assigned to Fin-Infosys queue	Ticket Analysis and assigning Priority	In-depth analysis and estimate of turnaround time to UAT	Expected Turnaround time for UAT
1 – Critical	2 business hours	4 business hours	2 business days	5 Business Days
2 – High	2 business hours	6 business hours	4 business days	10 Business Days
3 – Moderate	2 business hours	6 business hours	5 business days	15 Business Days
4 – Low	2 business hours	6 business hours	5 business days	Will be discussed based on priority.
5 – Planning	2 business hours	6 business hours	6 business days	Will be discussed based on priority.

***** Business hours/days are Pacific Time only.

- In the following scenarios, the turnaround time will have an impact.
  - If the issue is not reproduced in the lower environment in accordance with the replication steps provided by the business team.
  - When certain tickets are deprioritized or placed on hold pursuant to the City's directive.
  - The ticket will be placed *On-Hold* for the following reasons.
    - When the team's capacity is fully utilized due to overflow of tickets.
    - For any outstanding clients or business team or the caller clarifications.
- The quantity of tickets actively being addressed at any given time shall be determined by the team's capacity and the priority assigned to each ticket.
- Any modifications to the current behavior or functionality shall be classified as enhancements. Consequently, the turnaround time shall not apply. A distinct resolution plan for each enhancement will be formulated based on the results of the impact analysis.
- Each incident should be clearly classified as Enhancements, Tasks, and any other issues while creation under the "Subcategory" field in the SNOW portal.
- Quick fixes (alternative fixes) will be deployed to Production to run the business at the earliest. Once that is done, the development fix will be addressed based on the turnaround time.
- The turnaround time shall be revised once the current nature of issues is resolved.

- **Build**
    - Compiling source code into executable software
    - Verifying that the code meets build criteria
    - Ensuring consistency across development environments
- **Deployments**
    - Strategically scheduling and executing software releases
    - Automating deployment processes for efficiency
    - Monitoring and validating successful installation
- **Testing**
    - Conducting rigorous quality assurance procedures
    - Conducting system test level to ensure the code changes do not adversely impact other modules
    - Utilizing automated tests for reliability and speed
    - Reporting and addressing any identified issues
- **Code Check-In**
    - Regularly integrating code into a GitHub shared repository.
    - Reviewing code changes for adherence to standards, Manual and GitHub code review is also to be performed.
    - Maintaining a history of modifications for accountability
- **Release Management**
    - Planning and overseeing the release process
    - Coordinating between teams for smooth rollouts
    - Assessing release impact and post-release support
- **Support**
    - Offshore – 8x5 (Monday to Friday)
    - Onsite/US remote – 8x5 (Monday to Friday)

Track 4: **AWS Operational Support in Shared Service Model**

- Operations shared Service Model, Infosys locations
    - Infrastructure Health Monitoring
    - OS Support (Windows & Linux)
    - Manage backup and Restores
    - User access, Patch management
    - Infosys will maintain and update the servers, including OS/security/software patches, for the contract term. This includes all EC2 instances listed in Appendix B.
    - Implementation & integration of monitoring solutions
    - Build and maintain standard operating environment (SOE)
    - Automate various health checks for Infra, DB
    - Perform Root cause analysis for major incidents
    - Assist in the design and creation of new environments
    - High Availability and Disaster recovery planning

- Adoption of Industry best practices for service improvements
- Location of services Offshore (India). Offshore support will be for the infrastructure part (both Prod and non-prod environment), and they would not have access to any of the Production data.
- Environments are considered DEV, UAT, SIT and PROD.
- AWS managed services support will be delivered with a Shared service support team from an offshore location only and it will be in English Language only.
- AWS infrastructure support coverage (from offshore) is as follows.
    - Level 1 (L1) support – 24x7 Yearly
    - Level 2 (L2) support – 16x5 (Monday to Friday)
    - Level 3 (L3) support – 8x5 (Monday to Friday)
- L1/On-call support over the weekend will be applicable for P1 and high-priority P2 incidents only. Environments are considered DEV, UAT, SIT, and PROD.
    - P1 - Major loss of revenue to the Customer business, Service is unavailable, severely corrupted, or severely degraded for most users. Defines all application services are down or complete Prod server down which have full business impact.
    - P2 - Specific functionality of a Service is unavailable, severely corrupted, or degraded for many users.
- All system alerts will only be configured to Infosys DL (Distribution List). The Infosys Infra team will not monitor the alerts configured for the LA City email ID.
- For ticket management, the client provides access to all Infosys shared services team on the client ITSM tool. Tickets should be routed to Infosys DL.
- The support team will provide RCA (Root Cause Analysis) for cloud infrastructure-related issues up to OS level only and for P1 incidents only.
- For any non-support releases or other projects taken up during the support period, impact assessment would be taken up to arrive at any additional effort/ cost requirements.
- Security controls, anti-virus installation, and vulnerability scanning are managed by CITY's security team and considered out of scope for this SOW. This assumes that the security setup during the cloud implementation is in compliance with the City's ITA and Office of Finance security requirements.
- Current cloud infra support is limited to a maximum of 40 EC2 and 20 RDS workloads in both Prod and Non-Prod environments.
- RDS DB provisioning, DB major/minor version upgrade from AWS console, RDS DB backup and restore, RDS DB stop/start activities.

B. **Project Out-of-Scope:**

Track 1: LATAX Application Maintenance and Support

- Application re-architecture is not considered.
- Gathering business requirements and preparing requirement documents from stakeholders.
- Implementation of DevOps.

- JBoss support and service is out of scope.
- Any software installation and maintenance are out of scope.
- DBA activities and support are out of scope.
- Any item which is not covered in scope.

Track 4: AWS Operational Support in Shared Service Model

- Major Technology Upgrade or new implementation.
- 3rd party Software Licenses and its Management.
- 3rd party Security tools configuration & support.
- Build new integrations with the Infra tool and any other services.
- Infosys shall assist during audits with required data and reports but does not include effort for any certification, external audit requirements for Governance, Risks and Compliance, and Third-Party Risk Management.
- Modification of 3rd party components.
- Changes to upstream and downstream dependent applications and testing them.
- Support of application servers (JBOSS) on the cloud.
- Implementation of DevOps.
- Application re-architecture is not considered.
- Application License Management.
- Integrations with Third party products/environment / Applications.
- Security controls, anti-virus installation, and vulnerability scanning are managed by CITY's security team and considered out of scope.
- Connectivity from LATAX to AWS is the City's responsibility. Infosys will assist in establishing connectivity between LATAX On-Premises and the AWS Cloud.
- RDS DB Administration, DB performance tuning, DB troubleshooting, DB other activities like Production version release, DB patching, DB maintenance.
- Any software installation and maintenance on the cloud machines/servers.
- Any entity that is not covered under the "In Scope" section.

C. **Assumptions:**

The assumptions below are considered when estimating this engagement. Any changes to this will be handled through Change Control Procedures.

Track 1: LATAX Application Maintenance and Support

- The city will be the Level 1(L1) support in creating incidents and communicating with the users/callers.
- The City Business team will provide the required support for any incident clarification.
- The city team will provide a requirement document for any enhancement or change in any requirement.

- The LATAX IT team will provide the hardware and software components required for the project's execution.
- Production Control M configuration and changes will be taken care of by the City team.
- Code deployment to Production will be taken care of by the existing ITA team.
- The existing ITA JBOSS team will provide JBOSS support and service.
- Support team will be working from both Offshore and Onsite/US remote locations.
- GitHub Co-Pilot – Infosys License Usage – Optional Service.
    - To use the Infosys provided Co-pilot license, "City acknowledges that Infosys may use its own, or a third-party licensed tools or software applications that embody artificial intelligence technologies ("AI Tools") to perform Service under the Agreement. Notwithstanding anything contrary in the Agreement, City hereby agrees and permit access, use and transmission of any Intellectual Property or Confidential Information ("Data") owned or provided by City to such remote hosted AI Tools for artificial intelligence enabled code development, maintenance or testing purposes ("Purposes") to deliver Services. **Infosys warrants that such transmitted Data shall not be used, stored or retained for any purposes of machine learning by the AI Tools or used beyond the agreed Purposes."**

Track 4: AWS Operational Support in Shared Service Model:

- Infosys will use AWS Cloud Native Tools / Services for Foundation build.
- AWS native security would be included in the scope. Other, wider scope needs to be discussed and agreed upon.
- CITY will provide any necessary 3rd party software licenses.
- LATAX On-Prem Active Directory will be leveraged for AWS SSO integration.
- The Infosys Cloud Infra Team manages and administers established VPN connectivity from the AWS cloud end. The Infra team will coordinate and work with the CITY network team in case of any VPN connectivity failure scenario. Infosys cloud infra team will work with the CITY Network Team to establish any new VPN connectivity between the CITY On-Prem and AWS Cloud environments. The CITY infra and network teams will handle all aspects of physical network connectivity, and the Infosys Team will support setting up the connectivity from the AWS cloud end.
- Third-party security tools and services are not factored into this scope as they will be finalized in consultation with the CITY Security Team. Infosys can extend the support with any third-party security tool through change control procedures.
- The AWS support team will only work from Offshore (India location). If the City requires Onsite/US remote support can be added later at an additional cost.
- City will provide the Infosys team with access to the ITSM tool to enable them to update tickets.

III. INFOSYS RESPONSIBILITIES

Infosys will provide the following resources required to execute the LATAX Application Maintenance and Support. Below are the key roles and responsibilities.

Common for all Tracks:

Role	Responsibilities
Project Manager	This position will be located on-site in the City of Los Angeles and has the primary function of planning and tracking this project in conjunction with the offshore project manager and LATAX stakeholders. This position will also be involved with the initial project setup, review of deliverables, management of change requests, representing the development team during Phase Gate reviews, and serve as the first escalation point for both Infosys and LATAX issues.

Track 1:

Role	Responsibilities
Technical Lead	This position will be on-site. The responsibilities of this position will include: ● Plan and track tasks for the development team. ● Review deliverables and ensure adherence to standards. ● Ensure proper hand-off to various project stakeholders – testing team, LATAX team. ● Ensure proper hand-off of application to support team for enhancement tasks. ● Design and review deliverables. ● Conduct any training for LATAX users. ● Plan and execute activities during support phases.
Java Developers	This position will be offshore and onshore. The responsibilities of this position will include ● Building efficient programs/systems ● Analyzing the Requirement Specification Document. ● Developing high-quality programs and systems. ● Conducting technical analysis to arrive at solutions ● Implementation of business requirements.

Track 4:

Role	Responsibilities
Senior Consultant	This position will be held offshore in India. The responsibilities of this position will include: ● Manage the AWS Infrastructure Team and related deliverables from offshore for LATAX cloud infrastructure.

	● Participates in reviews and coordination with client and Infosys teams for technical deliveries and issues. ● Provide technical guidance to the team. ● Lead the AWS Cloud Team for AWS Infrastructure deliverables and track the progress. ● Work on Automation work, for example, preparing the Infrastructure as Code Terraform scripts and working with the DevOps Team to resolve the issue or implement automation ● Involve in project related work if bandwidth is available from cloud operation-related work ● Coordinate with AWS Support Team on AWS Infrastructure issues resolution and other OEM vendors ● Work with LATAX teams to get their support as needed ● Review the documentation prepared by the Team and update it if needed ● Build and maintain a Standard Operating Environment (SOE) for the L1 Team ● Provide Knowledge Transfer (KT) to AWS Operation Support Team for new infrastructure and projects
Senior System Engineer	This position will be held offshore in India. The responsibilities of this position will include: ● Work on the AWS Infrastructure deliverable for LATAX cloud infrastructure ● Escalate the technical issue to L2/L3 Team if required ● Participating in the internal review meetings. ● Work on the provisioning of AWS Infrastructure as per requirements ● Work on L1 Cloud Infrastructure issues reported by users or Monitoring system ● Cloud Infrastructure monitoring and basic access management ● Ensure all infrastructure components meet application performance, capacity, and security ● Work with team on Infra Security fixes/patch updates to meet LATAX security standards. ● Prepare/update the documentation.

Infosys will provide additional contractor roles as required, including the offshore Project Manager, System Developers, and Test Analysts.

IV. **CITY RESPONSIBILITIES**

The City of Los Angeles shall be responsible for providing the following:

- Providing office space and technical infrastructure for Infosys staff working at the City of Los Angeles facilities.

- Providing the technical infrastructure required by Infosys at the Los Angeles facilities, including setting up the development technical environment and test environment, network connectivity between the Infosys offshore, on-site facilities, and Los Angeles facilities, and security authorization for remote access.
- Provide subject matter experts to share knowledge transfer to Infosys on the existing web applications and any other sub-systems interacting with LATAX web applications.
- Provide subject matter experts to validate the design and functionality of program changes and enhancements during UAT.
- For any system enhancements, the Business Requirement Document must be finalized and provided to Infosys prior to the commencement of development.
- Provide Level 1 support for any incidents raised and assigned to the Infosys queue.
    - Create incidents in the SNOW portal with the required details from the caller and assign them to the Infosys queue. Follow up and update the caller on any other detailed steps to replicate the issue, verifying the fix deployed and incident closure.
    - Identifying/Reporting any system anomaly found by any means and creating that as an Incident in the SNOW portal with the required details and assigning it to the Infosys queue.
- Provide detailed explanations and steps to replicate any reported issues for fixing and any additional support required to replicate the issue.
- Incidents should be clearly classified as Enhancements, Tasks, and any other issues while creation.
- Infosys will use the current ticketing system and process. No Automation will be done.
- Provide timely review and signoff for system changes and enhancements.
- Provide technical staff to support the technical environment in which the LATAX system operates, including necessary system and database administration, accesses, and connectivity.
- Provide technical staff to support the security and technical setup for the AWS Cloud environment.
- Procurement of any AWS Infra subscription before the start of the project.
- Procurement of any software licenses and or any certification.
- Provide a Project Manager who will oversee City subject matter expert resources and serve as the City representative who will work with the Infosys Program Manager to prioritize work efforts, resolve issues with project resources, and provide final approval on system updates.

V. PROGRAM TIMELINE AND DELIVERY METHODOLOGY

This Program Timeline is as follows. The timeline can be extended by mutual agreement as per project requirements.

Track	Start date	End date
Track 1	September 16, 2025	September 15, 2028
Track 4	September 16, 2025	September 15, 2028

- Infosys shall provide ongoing, day-to-day technical support to diagnose, and remedy identified system errors and ensure the functional operation of the LATAX system.
- A working list of enhancements and fixes shall be developed and maintained between the City and Infosys, with each item prioritized to direct the technical team's sequencing of effort.
- Infosys and City will mutually manage a delivery schedule for all production support systems to guide the delivery timeline.
- A longer-term project plan and supporting schedule will be developed for significant enhancements during Production Maintenance, Support, AWS Infrastructure support, and other major enhancements.

VI. PROGRAM OFFICE

This office is an organization lead by the City Program Manager. All City personnel assigned to the LATAX project will be in the Program Office. The Contractor Project Manager will support and coordinate with the Program Office as a joint effort where appropriate.

The Program Office will support/coordinate:

- The physical site and the infrastructure
- The analysis, design, and programming for the data conversion
- Reporting and communication of all change
- The satisfactory participation of all City personnel in meetings
- All Contractor requirements
- The review and approval of all contract deliverables

VII. CONTRACTOR STAFFING

The City's regular workdays and hours are Monday through Friday from 7:00 A.M. to 4 P.M. The Contractor shall have its personnel and subcontractors available to interface with city personnel during these days and hours. The contractor shall also have its personnel and subcontractors available to interface with City personnel at other times as may be required to complete the work described herein in accordance with the period set forth in the Statement of Work.

Infosys team's work hours shall be limited to 8 hours per day from Monday through Friday.

VIII. PROGRAM DELIVERABLES

For each system code update, Infosys shall provide:

Track 1:

- Fully executing code developed in Java with thorough system-level testing.
- On request, Impact analysis documents shall be shared for certain critical incidents.
- System Test plan document to be provided for any fixes and enhancements.
- The full set of source code is utilized to generate the executable(s) and any required instructions for build and deployment.
- Monthly status report providing the status of the issue tickets and enhancement requests.
- Timely solutions/Fixes for the tickets assigned to Infosys based on criticality.

Track 4:

- Timely solutions/Fixes for the tickets assigned to the AWS infrastructure team.
- Provide Support to Migrated workload in AWS cloud as per agreed SLAs and support hours.
- Cloud Infra health monitoring and infra level alerts implementation.
- OS level administration and support, user management and access provisioning, OS patching, and vulnerability mitigation.
- Manage AWS backups and restoration, high availability, auto-scaling, and load balancing for applications.
- Provide cost optimization and recommendations for monthly cost reduction.

IX. REVIEW AND ACCEPTANCE OF DELIVERABLES

The City shall have ten (10) business days following the date on which Deliverables are delivered to it by Infosys to complete its review of the Deliverables (the "Acceptance Period"). Suppose this test establishes that the Deliverables do not materially conform to the acceptance criteria set forth in the SOW. In that case, the City shall forthwith notify Infosys, and Infosys shall, within a reasonable time, modify or otherwise improve the Deliverables in a reasonable effort to make them conform to the acceptance criteria.

If Infosys receives no written notification of material non-conformance within ten (10) business days from commencement of the Acceptance Period or if the Deliverables are utilized for purposes other than testing by the City, the Deliverables shall be deemed accepted by the City.

Suppose the City notifies Infosys in writing of any material non-conformance in the Deliverables, and Infosys is unable to remedy any non-conformance despite five (5) attempts to do so. In that case, the City's sole and exclusive remedy shall be to reject the defective Deliverables and to recover from the Vendor the full amount paid by the City to Infosys for the defective Deliverables.

This section's provisions apply only to deliveries on a fixed-price basis. Deliverables provided on a time-and-materials basis shall be deemed accepted upon delivery.

X. Termination for convenience:

During the term of this Statement of Work, either party may terminate this Agreement for convenience with a prior written three months' notice.

XI. **Termination for cause:**

Each party may terminate this Addendum for cause upon written notice if the other party is in material breach of this Addendum, provided that the breaching party will have 30 days from receipt of the notice to cure any material breach that can be cured.

Effect of Termination. If you terminate this Addendum or the Agreement for cause, Infosys will refund the remaining balance of any Upfront Payment paid to Infosys for the Contract Year of such termination, less any incurred and unpaid fees for the Services as of the effective date of such termination.

XII. **Approvals**

Approved by:	Accepted by:
The City	**Infosys Public Services**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendix A –

List of Applications in Scope

S. No	Application	Category
1	Portal Webapps	LATAX Portal Application
2	Portal e-filing	e-Filing Web Application
3	Address Validation	Address Validation App
4	SCERS	SCERS Application
5	Documentum rest client	Documentum Application
6	Non-profit	Non-profit Application
7	Cannabis monthly	Cannabis web Application
8	LATAX Batch – ● 47 Ctrl M Batch jobs (listed below) inclusive of 421 Sub jobs. ● Sub jobs will contain SH files, SQL files, C programs and FTP scripts.	LATAX Batch Jobs
9	Payment Application	Public Facing Service
10	NFS Application	Public Facing Service
11	Online Bill Pay & Other Services	Public Facing Service
12	Application for a New Police Alarm Permit	Public Facing Service
13	Parking Occupancy Tax Collection Bond/Escrow Application	Public Facing Service
14	Annual Police Alarm Permit Renewal	Public Facing Service
15	Annual Tobacco Retailers Permit Renewal	Public Facing Service
16	Paperless statement	Public Facing Service
17	Bi-Monthly Official Police Garage Fee Renewal	Public Facing Service
18	Annual Police and Fire Permit Renewal	Public Facing Service
19	Request for Penalty Waiver	Public Facing Service
20	Monthly Communications User Tax Renewal	Public Facing Service
21	Monthly Electricity User Tax Renewal for Residential Users	Public Facing Service
22	Monthly Electricity User Tax Renewal for Commercial/Industrial Users	Public Facing Service
23	Monthly Gas User Tax Renewal	Public Facing Service
24	Monthly Transient Occupancy Tax Renewal	Public Facing Service
25	Quarterly Dance Hall Tax Renewal	Public Facing Service
26	Quarterly Commercial Tenants Occupancy Tax Renewal	Public Facing Service
27	Tobacco Application/Permit Review	Public Facing Service
28	LAFD - Fire Permit Application Review	Public Facing Service
29	Monthly Parking Occupancy Tax Renewal	Public Facing Service
30	Parking Occupancy Tax (POT) Bond Application Review	Public Facing Service
31	Parking Occupancy Tax (POT) Bond History View	Public Facing Service
32	Barcode Filing (Zero E-Filing)	Public Facing Service
33	Penalty Waiver Request Review	Public Facing Service

34	Refund Request	Public Facing Service
35	Refund Request Review	Public Facing Service
36	New Business Registration (BTRC)	Public Facing Service
37	Business Registration Review/Approval (Internal)	Public Facing Service
38	Business Registration History View (Internal)	Public Facing Service
39	Online Survey	Public Facing Service

Batch Jobs List:

S.No	CTRL M Batch Jobs
1	FAS
2	LTXANL2
3	LTXANL3
4	LTXANL5
5	LTXANL6
6	LTXDLY1
7	LTXDLY1_OFF
8	LTXDLY10
9	LTXDLY11
10	LTXDLY11A
11	LTXDLY12
12	LTXDLY12A
13	LTXDLY2
14	LTXDLY3A
15	LTXDLY4
16	LTXDLY6
17	LTXDLY7
18	LTXDLY8
19	LTXDLY8A
20	LTXDLY9
21	LTXDLYCC

S.No	CTRL M Batch Jobs
25	LTXDLZ5
26	LTXDLZ99
27	LTXDYOV3
28	LTXEOS
29	LTXFC2015
30	LTXGSD
31	LTXIPR
32	LTXMLY1
33	LTXMLY2
34	LTXMLY3
35	LTXMLY4
36	LTXMLY5
37	LTXMLY6
38	LTXNGLDOFF
39	LTXPPLESS_PRMTS
40	LTXQLY1
41	LTXRECLC
42	LTXTBCREG
43	LTXTOCRYWOLF_FOR_CNL
44	LTXWLY2
45	LTXWLY3

22	LTXDLZ1
23	LTXDLZ2
24	LTXDLZ3

46	LTXZPAY
47	WRTOFF

Appendix B – LATAX Cloud Server List considered for AWS Infra Support

Current EC2 Instances:

PROD EC2						
S. No	**Name**	**Purpose**	**CPU**	**RAM**	**Storage**	**OS Version**
1	OOF-EC2-USW2-a-PROD-DBA-UTL	Utility Server - PROD DBA	4	16	680	Redhat 8.6
2	OOF-EC2-USW2-a-PROD-UTL-01	Utility Server - PROD	4	16	155	Redhat 8.6
3	OOF-EC2-USW2-a-PROD-Jboss-DC	JBoss-DC	2	8	100	Redhat 8.6
4	OOF-EC2-USW2-a-PROD-JBoss-Portal	JBoss - PROD	4	16	100	Redhat 8.6
5	OOF-EC2-USW2-a-PROD-JBoss-Batch01	JBoss - PROD	4	16	100	Redhat 8.6
6	OOF-EC2-USW2-a-PROD-JBoss-eFile	JBoss - PROD	2	8	125	Redhat 8.6
7	OOF-EC2-USW2-a-PROD-JBoss-PFA1	JBoss - PROD	4	16	75	Redhat 8.6
8	OOF-EC2-USW2-a-PROD-JBoss-PFA2	JBoss - PROD	4	16	75	Redhat 8.6
9	OOF-EC2-USW2-a-PROD-JBoss-Batch02	JBoss - PROD	4	16	100	Redhat 8.6
10	OOF-EC2-USW2-AZB-PROD-JBoss-Portal	JBoss - PROD	2	8	100	Redhat 8.6
11	OOF-EC2-USW2-AZB-PROD-JBoss-Batch	JBoss - PROD	4	16	100	Redhat 8.6
12	OOF-EC2-USW2-AZB-PROD-JBoss-eFile	JBoss - PROD	2	8	125	Redhat 8.6
13	OOF-EC2-USW2-AZB-PROD-JBoss-PFA1	JBoss - PROD	4	16	75	Redhat 8.6
14	OOF-EC2-USW2-AZB-PROD-JBoss-PFA2	JBoss - PROD	4	16	75	Redhat 8.6
15	OOF-EC2-USW2-a-PROD-JBoss-Batch03	JBoss - PROD	4	16	100	Redhat 8.6

NON-PROD EC2

S. No	Name	Purpose	CPU	RAM	Storage (GB)	OS Version
1	OOF-EC2-USW2-a-TST-L-A-001	JBoss-Test-DC	2	8	65	Redhat 8.6
2	OOF-EC2-USW2-a-TST-L-A-005	JBoss - Test - JAVATAX	4	16	65	Redhat 8.6
3	OOF-EC2-USW2-a-TST-L-A-006	JBoss - Test - JAVATAX	4	16	65	Redhat 8.6
4	OOF-EC2-USW2-a-TST-L-A-007	JBoss - Test - Filing	4	16	65	Redhat 8.6
5	OOF-EC2-USW2-a-TST-L-A-008	JBoss - Test - Filing	4	16	65	Redhat 8.6
6	OOF-EC2-USW2-a-UTI-L-A-001	Utility Server	4	16	65	Redhat 8.6
7	OOF-EC2-USW2-a-SIT-L-A-001	JBoss-SIT-DC	2	8	65	Redhat 8.6
8	OOF-EC2-USW2-a-SIT-L-A-002	JBoss - Staging	4	16	65	Redhat 8.6
9	OOF-EC2-USW2-a-SIT-L-A-003	JBoss - Staging	4	16	65	Redhat 8.6
10	OOF-EC2-USW2-a-SIT-L-A-004	JBoss - Staging	2	16	65	Redhat 8.6
11	OOF-EC2-USW2-a-UTI-L-A-002	Utility Server - Pre-PROD	4	16	155	Redhat 8.6
12	OOF-EC2-USW2-a-UAT-L-A-001	JBoss-UAT-DC	2	8	65	Redhat 8.6
13	OOF-EC2-USW2-a-UAT-L-A-002	JBoss - UAT	2	16	65	Redhat 8.6
14	OOF-EC2-USW2-a-UAT-L-A-003	JBoss - UAT	2	16	65	Redhat 8.6
15	OOF-EC2-USW2-a-UAT-L-A-004	JBoss - UAT	2	16	65	Redhat 8.6
16	OOF-EC2-USW2-a-UTI-L-A-003	Utility Server - UAT	4	16	155	Redhat 8.6
17	OOF-EC2-USW2-a-DBA-L-A-001	Utility Server - Pre-PROD DBA	4	16	155	Redhat 8.6
18	OOF-EC2-USW2-a-Training-JBOSS-Portal	JBoss - Training	2	16	65	Redhat 8.6
19	OOF-EC2-USW2-a-SIT-L-A-005	Jboss Pre-Prod	2	16	65	Redhat 8.6
20	OOF-EC2-USW2-a-UTI-L-A-004	Util Server	2	16	65	Redhat 8.6
21	Teknita-env	Teknita App	1	8	10	Redhat 8.6
22	39PSICAPDEV1	Kofax server	2	16	200	Windows

Current RDS Instances:

PROD RDS				
Sr No	**RDS DB Name**	**DB Instance Type**	**RDS DB version**	**Storage**
1	ltxprod01	db.r6gd.8xlarge	15.7	5120
2	ltxprod01-rpt	db.r6gd.4xlarge	15.7	5120
3	ltxprod01-rpt2	db.r6gd.4xlarge	15.7	5120
4	Ltxfeiprod	db.r6gd.large	15.7	100

NON- PROD RDS				
Sr No	**RDS DB Name**	**DB Instance Type**	**RDS DB version**	**Storage (GB)**
1	ltxtest02	db.r6gd.large	15.7	5120
2	Ltxdbdev	db.r6gd.large	15.7	5120

3	ltxsit03	db.r6gd.large	15.7	5120
4	ltxuat01	db.r6gd.large	15.7	5120
5	ltxsql	db.r6gd.large	15.7	5120
6	ltxuat02	db.r6gd.xlarge	15.5	5120
7	ltx-teknita-01	db.t3.micro	SQL Server Express Edition - 15.00.4365.2.v1	20
8	Ltxcrystalreports	db.r6gd.large	15.7	5120
9	Ltxfeitest	db.r6gd.large	15.7	500
10	Ltxgaap	db.r6gd.large	15.7	5120
11	ltxdbdev2	db.r6gd.large	15.7	800

Appendix B

Payment Schedule (Rev. 8.5.2025)

PAYMENT SCHEDULE (Rev. 8.5.2025)

Upon completion of each of the monthly support periods identified in this SOW and set forth below, the City shall make the following milestone payments to Infosys:

1. Consolidated Milestone Schedule Track wise:

Month	Milestone date	Track 1	Track 4
Month 1	9/30/25	$50,000	$6,000
Month 2	10/31/25	$101,500	$12,000
Month 3	11/30/25	$101,500	$12,000
Month 4	12/31/25	$101,500	$12,000
Month 5	1/31/26	$101,500	$12,000
Month 6	2/28/26	$101,500	$12,000
Month 7	3/31/26	$101,500	$12,000
Month 8	4/30/26	$101,500	$12,000
Month 9	5/31/26	$101,500	$12,000
Month 10	6/30/26	$101,500	$12,000
Month 11	7/31/26	$101,500	$12,000
Month 12	8/31/26	$101,500	$12,000
Month 13	9/30/26	$85,763	$12,480
Month 14	10/31/26	$85,763	$12,480
Month 15	11/30/26	$85,763	$12,480
Month 16	12/31/26	$85,763	$12,480
Month 17	1/31/27	$85,763	$12,480
Month 18	2/28/27	$85,763	$12,480
Month 19	3/31/27	$85,763	$12,480
Month 20	4/30/27	$85,763	$12,480
Month 21	5/31/27	$85,763	$12,480
Month 22	6/30/27	$85,763	$12,480

Month 23	7/31/27	$85,763	$12,480
Month 24	8/31/27	$85,763	$12,480
Month 25	9/30/27	$75,213	$12,980
Month 26	10/31/27	$75,213	$12,980
Month 27	11/30/27	$75,213	$12,980
Month 28	12/31/27	$75,213	$12,980
Month 29	1/31/28	$75,213	$12,980
Month 30	2/29/28	$75,213	$12,980
Month 31	3/31/28	$75,213	$12,980
Month 32	4/30/28	$75,213	$12,980
Month 33	5/31/28	$75,213	$12,980
Month 34	6/30/28	$75,213	$12,980
Month 35	7/31/28	$75,213	$12,980
Month 36	8/31/28	$75,213	$12,980
Month 37	9/15/28	$37,607	$6,490
Total Value		**$3,135,819**	**$450,010**

Note:

1. Any change to the above schedule (all tracks) would be adjusted after a mutual agreement between the City and Infosys.
2. Track 4 - Any additional resources at Onsite/US remote will impact the cost. Current infra size 37 EC2 instances as per Appendix B. Any change beyond 40 EC2 instances will impact the support cost.

2. TRACK 1: LATAX Application Maintenance

Phase	Date Coverage	Payment Amount
LATAX Application Maintenance 1	9/16/25 - 9/30/25	$50,000
LATAX Application Maintenance 2	10/1/25 - 10/31/25	$101,500
LATAX Application Maintenance 3	11/1/25 - 11/30/25	$101,500
LATAX Application Maintenance 4	12/1/25 - 12/31/25	$101,500
LATAX Application Maintenance 5	1/1/26 - 1/31/26	$101,500

LATAX Application Maintenance 6	2/1/26 - 2/28/26	$101,500
LATAX Application Maintenance 7	3/1/26 - 3/31/26	$101,500
LATAX Application Maintenance 8	4/1/26 - 4/30/26	$101,500
LATAX Application Maintenance 9	5/1/26 - 5/31/26	$101,500
LATAX Application Maintenance 10	6/1/26 - 6/30/26	$101,500
LATAX Application Maintenance 11	7/1/26 - 7/31/26	$101,500
LATAX Application Maintenance 12	8/1/26 - 8/31/26	$101,500
LATAX Application Maintenance 13	9/1/26 - 9/30/26	$85,763
LATAX Application Maintenance 14	10/1/26 - 10/31/26	$85,763
LATAX Application Maintenance 15	11/1/26 - 11/30/26	$85,763
LATAX Application Maintenance 16	12/1/26 - 12/31/26	$85,763
LATAX Application Maintenance 17	1/1/27 - 1/31/27	$85,763
LATAX Application Maintenance 18	2/1/27 - 2/28/27	$85,763
LATAX Application Maintenance 19	3/1/27 - 3/31/27	$85,763
LATAX Application Maintenance 20	4/1/27 - 4/30/27	$85,763
LATAX Application Maintenance 21	5/1/27 - 5/31/27	$85,763
LATAX Application Maintenance 22	6/1/27 - 6/30/27	$85,763
LATAX Application Maintenance 23	7/1/27 - 7/31/27	$85,763
LATAX Application Maintenance 24	8/1/27 - 8/31/27	$85,763
LATAX Application Maintenance 25	9/1/27 - 9/30/27	$75,213
LATAX Application Maintenance 26	10/1/27 - 10/31/27	$75,213
LATAX Application Maintenance 27	11/1/27 - 11/30/27	$75,213
LATAX Application Maintenance 28	12/1/27 - 12/31/27	$75,213
LATAX Application Maintenance 29	1/1/28 - 1/31/28	$75,213
LATAX Application Maintenance 30	2/1/28 - 2/29/28	$75,213
LATAX Application Maintenance 31	3/1/28 - 3/31/28	$75,213
LATAX Application Maintenance 32	4/1/28 - 4/30/28	$75,213

LATAX Application Maintenance 33	5/1/28 - 5/31/28	$75,213
LATAX Application Maintenance 34	6/1/28 - 6/30/28	$75,213
LATAX Application Maintenance 35	7/1/28 - 7/31/28	$75,213
LATAX Application Maintenance 36	8/1/28 - 8/31/28	$75,213
LATAX Application Maintenance 37	9/1/28 - 9/15/28	$37,607
Total Value		**$3,135,819**

3. TRACK 4: AWS Operational Support in Shared Service Model

Phase	Milestone	Payment Amount
AWS Operational Support 1	9/16/25 - 9/30/25	$6,000
AWS Operational Support 2	10/1/25 - 10/31/25	$12,000
AWS Operational Support 3	11/1/25 - 11/30/25	$12,000
AWS Operational Support 4	12/1/25 - 12/31/25	$12,000
AWS Operational Support 5	1/1/26 - 1/31/26	$12,000
AWS Operational Support 6	2/1/26 - 2/28/26	$12,000
AWS Operational Support 7	3/1/26 - 3/31/26	$12,000
AWS Operational Support 8	4/1/26 - 4/30/26	$12,000
AWS Operational Support 9	5/1/26 - 5/31/26	$12,000
AWS Operational Support 10	6/1/26 - 6/30/26	$12,000
AWS Operational Support 11	7/1/26 - 7/31/26	$12,000
AWS Operational Support 12	8/1/26 - 8/31/26	$12,000
AWS Operational Support 13	9/1/26 - 9/30/26	$12,480
AWS Operational Support 14	10/1/26 - 10/31/26	$12,480
AWS Operational Support 15	11/1/26 - 11/30/26	$12,480
AWS Operational Support 16	12/1/26 - 12/31/26	$12,480
AWS Operational Support 17	1/1/27 - 1/31/27	$12,480

AWS Operational Support 18	2/1/27 - 2/28/27	$12,480
AWS Operational Support 19	3/1/27 - 3/31/27	$12,480
AWS Operational Support 20	4/1/27 - 4/30/27	$12,480
AWS Operational Support 21	5/1/27 - 5/31/27	$12,480
AWS Operational Support 22	6/1/27 - 6/30/27	$12,480
AWS Operational Support 23	7/1/27 - 7/31/27	$12,480
AWS Operational Support 24	8/1/27 - 8/31/27	$12,480
AWS Operational Support 25	9/1/27 - 9/30/27	$12,980
AWS Operational Support 26	10/1/27 - 10/31/27	$12,980
AWS Operational Support 27	11/1/27 - 11/30/27	$12,980
AWS Operational Support 28	12/1/27 - 12/31/27	$12,980
AWS Operational Support 29	1/1/28 - 1/31/28	$12,980
AWS Operational Support 30	2/1/28 - 2/29/28	$12,980
AWS Operational Support 31	3/1/28 - 3/31/28	$12,980
AWS Operational Support 32	4/1/28 - 4/30/28	$12,980
AWS Operational Support 33	5/1/28 - 5/31/28	$12,980
AWS Operational Support 34	6/1/28 - 6/30/28	$12,980
AWS Operational Support 35	7/1/28 - 7/31/28	$12,980
AWS Operational Support 36	8/1/28 - 8/31/28	$12,980
AWS Operational Support 37	9/1/28 - 9/15/28	$6,490
Total Value		**$450,010**

Note: Any change to the above schedule will be adjusted after a mutual agreement between the City and Infosys. Any changes to the number of servers considered (refer to Appendix B) and additional Onsite/US remote resources will impact on the support cost.

4. AS NEEDED SERVICES

4.1 To the extent requested by the City, Contractor shall provide additional "as needed" resources at the role ad rate described under Section 4.2. Any request for "as needed" resources by the City shall be confirmed in writing to the Contractor. Upon confirmation, the City and Contractor shall use their best efforts to identify the role and

the anticipated duration of the “as needed” resources.

4.2 Contractor will be compensated at hourly rate as show below for the “as needed" services, subject to appropriation

Role	Location	GSA Rates	$/Hr.
Project Manager	**Onsite**	$ 147.61	**$ 130.00**
IT Analyst III	**US Locations**	$ 144.18	**$ 120.00**
Database Lead	Offshore	NA	**$ 37.00**
Lead Developer	Offshore	NA	**$ 36.00**
Junior Developer	Offshore	NA	**$ 33.00**
Test Lead	Offshore	NA	**$ 35.00**

4.3 The aggregate compensation paid to Contractor for all “as needed” services performed under this Agreement shall not exceed Fifty Thousand Dollars ($50,000) per fiscal year, and shall not exceed One Hundred Fifty Thousand Dollars ($150,000) for the duration of this Agreement, subject to appropriations.