

0150-13242-0000

TRANSMITTALTO
The City CouncilDATE
09/03/2026

COUNCIL FILE NO.

FROM
The MayorCOUNCIL DISTRICT
ALL**Personal Services Contract with CGI Technologies and Solutions Inc. to continue providing services and support for the Financial Management System**

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



MAYOR

MWS:ADP:11270007

(Mitch Kamin for)

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

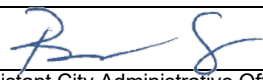
To: The Mayor	Date: 08-18-26	C.D. No. All	CAO File No.: 0150-13242-0000
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Maria Ramos 213-935-5639	
Reference: Request from ITA dated July 21, 2026			
Purpose of Contract: To continue providing services and support for the Financial Management System (FMS)			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: July 1, 2026 through June 30, 2031, with a five-year option to extend	
Contract/Amendment Amount: \$78,192,332			
Proposed amount \$78,192,332 + Prior award(s) \$0 = Total \$78,192,332			
Source of funds: General Fund			
Name of Contractor: CGI Technologies and Solutions Inc.			
Address: 350 S. Grand Avenue, Los Angeles, CA 90071			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 1%			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council approve, and authorize the General Manager of the Information Technology Agency, or his designee, to execute a Personal Services Contract with CGI Technologies and Solutions Inc. to continue providing services for the Financial Management System with a total expenditure authority up to \$78,192,332 and a five-year term effective July 1, 2026 through June 30, 2031 with a five-year option to extend, subject to approval of the City Attorney as to form.

SUMMARY

The Information Technology Agency (ITA) requests approval to execute a Personal Services Contract (Contract) with CGI Technologies and Solutions Inc. (Contractor) to continue providing services and support for the Financial Management System (FMS). The proposed Contract includes a five-year term effective July 1, 2026 through June 30, 2031 with a five-year option to extend up to a total of 10 years. The proposed Contract includes total compensation not to exceed \$78,192,332 over the 10-year term consisting of consulting services (\$23.9 million), Software as a Service (SaaS; \$47.3 million), and a contingency for unanticipated services (\$7.0 million). A schedule of the annual expenditures under this Contract is provided in attachment Exhibit A. The proposed Contract includes a ratification clause to allow CGI to provide services prior to the execution of this Contract.

Austin Patrick			
ADP	Analyst	11270007	Assistant City Administrative Officer

ITA is responsible for providing technical assistance for the City's enterprise software, including FMS, through which the City manages its financial data, debt management, performance budgeting, inventory, vendor self-service, and procurement.

In 2008, through the Request for Proposal (RFP) process, the City selected CGI to implement and maintain FMS, which is currently governed by three agreements including:

- License Agreement providing perpetual software licenses (C-114341);
- Maintenance Agreement providing updates and security, expired June 30, 2026 (C-114342); and,
- Managed Advantage Agreement providing managed application support and hosting, expires January 31, 2027 (C-128896).

ITA states that business practices of the software industry have changed since the original contracts were executed, moving from the purchase and installation of software on local computers to cloud-computing known as Software as a Service (SaaS). SaaS is hosted by the Contractor and accessed through the internet. Under this model the Contractor manages hosting, security patches, backup, and maintenance. The City's FMS is currently operating with the SaaS model and the proposed Contract will reflect the change by consolidating the current agreements for maintenance and application support services (C-114342 and C-128896) into one agreement. Upon execution of the proposed Contract, License Agreement C-114341 will be terminated, and the remaining value of its perpetual licenses will be credited towards converting 50 of the most widely used InfoAdvantage reports to the new Advantage Insights reporting system. The InfoAdvantage system is being discontinued on or before January 1, 2028 and this conversion facilitates the transition to the new platform.

In accordance with Charter Section 1022, the CAO determined that it is not feasible for City employees to provide and service the proprietary system. A waiver to the Business inclusion Program requirement was submitted and approved as the Contract is sole source. As part of the Contract negotiations, portions of the Standard Provisions were amended and such amendments were approved by the City's Risk Manager and the City Attorney, as applicable. CGI has complied with all other applicable City contracting requirements.

FISCAL IMPACT STATEMENT

Funding is provided in the 2026-27 Budget within ITA's Contractual Services account line item for Financial Management System managed application support. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendation of this report is in compliance with the City's Financial Policies as contract expenditures are limited to the appropriation of funds made by the City for this purpose.

Exhibit A – Schedule of Annual Expenditures

Support Period	Consulting Services Fee	SaaS Services Fee	TOTAL
July 1, 2026 - June 30, 2027	\$1,634,332	\$2,918,000	\$4,552,332
July 1, 2027 - June 30, 2028	\$2,945,000	\$4,870,000	\$7,815,000
July 1, 2028 - June 30, 2029	\$2,945,000	\$4,870,000	\$7,815,000
July 1, 2029 - June 30, 2030	\$2,945,000	\$4,870,000	\$7,815,000
July 1, 2030 - June 30, 2031	\$2,945,000	\$4,870,000	\$7,815,000
July 1, 2031 - June 30, 2032	\$2,098,000	\$4,978,000	\$7,076,000
July 1, 2032 - June 30, 2033	\$2,098,000	\$4,978,000	\$7,076,000
July 1, 2033 - June 30, 2034	\$2,098,000	\$4,978,000	\$7,076,000
July 1, 2034 - June 30, 2035	\$2,098,000	\$4,978,000	\$7,076,000
July 1, 2035 - June 30, 2036	\$2,098,000	\$4,978,000	\$7,076,000
TOTAL	\$23,904,332	\$47,288,000	\$71,192,332
Contingency			\$7,000,000
GRAND TOTAL			\$78,192,332

TED M. ROSS
GENERAL MANAGER
CHIEF INFORMATION OFFICER

MARYAM ABBASSI
ASSISTANT GENERAL MANAGER

BHAVIN PATEL
ASSISTANT GENERAL MANAGER

EDUARDO MAGOS
ASSISTANT GENERAL MANAGER

MARIA RAMOS
ACTING ASSISTANT GENERAL MANAGER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR



INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST
200 N. MAIN ST, ROOM 1400
LOS ANGELES, CA 90012
213.978.3311

ita.lacity.gov

July 21, 2026

REF: EXE-238-26

Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Legislative Coordinator

Subject: **REQUEST FOR PERSONAL SERVICES CONTRACT – FINANCIAL
MANAGEMENT SYSTEM – INFORMATION TECHNOLOGY AGENCY**

Attached for your review and approval is the draft personal services contract with CGI Technologies and Solutions Inc. (CGI) to provide continued managed services for the City of Los Angeles's (City) Financial Management System (FMS). The proposed contract would have a term of five years, with one additional five-year option to extend, and a total expenditure limit of \$78,192,332.

Background

The Information Technology Agency (ITA) provides technical assistance for the City's enterprise software, including the Financial Management System (FMS) that controls its financials, debt management, performance budgeting, inventory, vendor self-service, and procurement.

Pursuant to a Request for Proposals in 2008, the City selected CGI to implement and maintain FMS, which is currently governed by three distinct agreements:

- The License Agreement (C-114341), which provides perpetual software licenses.
- The Maintenance Agreement (C-114342), which expired on June 30, 2026, for updates and security.
- The Managed Advantage Agreement (C-128896), which expires January 31, 2027, for managed application support and hosting.

Since the original contracts were executed, the practices of the software industry have changed significantly. Rather than software being purchased and installed on local

computers (as it was in 2008), the prevailing standard utilizes secure and resilient cloud-computing known as Software as a Service (SaaS), which is hosted by the software provider and accessed securely through the internet. Under this model, the provider manages all hosting, security patches, backups, and maintenance. While the FMS software itself has long utilized this model, the governing contracts have not and are required to be amended.

Now that two of the contracts are expiring (C-114342 and C-128896), ITA has been requested to consolidate the three agreements into a single, sole-source SaaS agreement with the existing vendor. Upon execution of the new contract, Contract C-114341 will be terminated, with financial consideration given for the perpetual software licenses. Since the majority of these original licenses are no longer utilized, ITA has agreed to apply the contract's remaining value as credit to convert 50 of the most widely used InfoAdvantage reports to the new Advantage Insights reporting system, which is required to transition from a discontinued platform to the new one scheduled to go online in January 2027. These reports are currently heavily utilized citywide, and their conversion has been requested by the Controller's Office and major City departments.

The Managed Advantage software for FMS is proprietary, with CGI serving as the sole provider of the required services. The FMS Steering Committee (Controller's Office, General Services Department, and ITA) has determined that transitioning to an alternative platform would not be in the City's best interests, as the vendor's current performance is satisfactory, it would be prohibitively expensive, and there would be little benefit or gain from a transition to another system at this time. Additionally, this is the primary accounting software used by all City departments, and changing to a new system would be highly disruptive.

Administrative Requirements

The Charter Section 1022 was automatically waived by the RAMP system.

A waiver to the Business Inclusion Program requirement was submitted and approved on RAMP on September 16, 2025.

The vendor possesses a valid Business Tax Registration Certificate.

A copy of the W-9 form has been requested and will be submitted by the vendor prior to contract execution.

The ACORD certificate meets the Risk Manager's minimum insurance requirement for General, Professional, and Workers' Compensation liability insurance (CA #3126488 expires 6/01/2027).

The Contractor completed the Disclosure Ordinance affidavit on the RAMP website, which was verified by the Public Works Bureau of Contract Administration (BCA) on April 25, 2021. The vendor is in the process of updating the Equal Benefits Ordinance/First Source Hiring Ordinance affidavit. It will be verified prior to contract execution.

The Contractor Responsibility Questionnaire has been requested. It will be submitted by the vendor and accepted by the Authorized DAA Representative in Public Works prior to contract execution.

Compliance with Executive Directive 35 (Garcetti) is pending verification in RAMP.

The Bidder Certification CEC Form 50 and Ethics CEC Form 55 have been requested from the vendor, and the Ethics CEC Form 55 will be filed with the Ethics Commission prior to execution of the contract.

The California Iran Contracting Act of 2010 affidavit has been requested of the vendor and will be received prior to the execution of the contract.

The headquarters address and workforce information are as follows:

350 S. Grand Avenue
Los Angeles, CA 90071

Percentage of Workforce Residing in the City: 1%

The execution of the contract is subject to City Attorney approval.

Fiscal Impact

Funding is available in ITA's Contractual Services Account 3040 for FY 2026-27. Funding will be requested through the annual budget process if additional funds are needed to cover inflationary costs.

Recommendation

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Information Technology Agency, or his designee, to execute a personal services contract with CGI Technologies and Solutions Inc. to provide managed services for the City's Financial Management System for a term of five years, with one additional five-year option to extend, and a total expenditure limit of \$78,192,332.

Please contact Maria Ramos, Acting Assistant General Manager, at (213) 935-5639 with any questions.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Ted Ross", with a stylized flourish at the end.

Ted Ross
General Manager

Attachment: Draft Contract and Appendices

ec: Robert Roth, CAO
Austin Patrick, CAO
Maria Ramos, ITA
Eduardo Magos, ITA
Nima Asgari, ITA
Maggie McNally, ITA
Mei Ly, ITA

CONTRACT
between
CITY OF LOS ANGELES
and

CGI TECHNOLOGIES AND SOLUTIONS INC.

THIS CONTRACT ("Contract" is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Information Technology Agency ("ITA"), and CGI Technologies and Solutions Inc., a Delaware corporation (hereinafter referred to as "Contractor" or "CGI") with reference to the following facts:

WITNESSETH:

WHEREAS, ITA is responsible for the City's Enterprise software including the financial management system that controls its Financials, Debt Management, Performance Budgeting, Inventory, Vendor Self Service, and Procurement;

WHEREAS, in 2008 through a Request for Proposals, the City established three contracts with Contractor in order to implement a new Financial Management System ("FMS"): a professional services contract ("Services Agreement") to implement the system (Contract C-114340), which subsequently was rolled into the Managed Advantage agreement (Contract C-128896); a proprietary software maintenance agreement ("Maintenance Agreement") (Contract C-114342); and a perpetual software license agreement ("License Agreement") (Contract C-114341);

WHEREAS, the agreements were amended multiple times to increase services, add contract authority, and extend the Maintenance Agreement to June 30, 2026;

WHEREAS, the City now desires to execute a new sole source contract with Contractor that consolidates the Managed Advantage (C-128896), License Agreement (C-114341), and Maintenance Agreement (C-114342) into a single CGI Advantage SaaS Agreement. The new contract model will replace the Managed Advantage (C-128896), License Agreement (C-114341), and Maintenance Agreement (C-114342) in their entirety, while maintaining the existing FMS Financials, Debt Management, Performance Budgeting, Inventory, Vendor Self Service, and Procurement modules currently in use by the City.

WHEREAS, the City performed a Charter Section 1022 evaluation and it was determined there are no City classes that may perform the full scope of duties because the software system is proprietary;

WHEREAS, competitive bidding under Charter Section 371 is not required because the services required are for the performance of special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous;

WHEREAS, in accordance with Charter Section 372, the City further represents that obtaining competitive proposals or bids for this Contract is not reasonably practicable or compatible with the City's interests since FMS is a proprietary software application for which no other firm offers the desired services and implementing a new system is not in the City's best interest;

WHEREAS, it is deemed that the service is both necessary and in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby promise, covenant, and agree as follows:

1.0 GLOSSARY

Capitalized terms used in the Agreement will have the meanings given below or in the context in which the term is used, as the case may be.

Term	Definition
Acceptance	means confirmation of compliance with the applicable Acceptance Criteria. The terms "Accept" and "Accepted" shall be interpreted accordingly.
Acceptance Criteria	has the meaning set forth in Appendix C, Section 3.3
Acceptance Period	has the meaning set forth in Appendix C, Section 3.3
Acceptance Notice	has the meaning set forth in Appendix C, Section 3.3
Acceptance Process	has the meaning set forth in Appendix C, Section 3.3
Acceptance Test	mean a test of a Deliverable (and each constituent part) that is carried out in accordance with Appendix C and the relevant Statement of Work to demonstrate that the Deliverable meets the Acceptance Criteria.
Affiliate	of a party means any person or entity that directly or indirectly controls, is controlled by or is under common control with, the party. As used in this definition, "control" means actual or equitable ownership of a majority of the voting securities of an

Term	Definition
	entity (or other securities, partnership interests or means of electing or directing the management of the entity).
Contract	means this Software as a Service Agreement (including its Schedules, Appendices, Exhibits and Attachments) and Statements of Work issued hereunder, as well as any amendments and Change Orders.
Applicable Data Protection Legislation	refers to all US Consumer Privacy Laws and all other applicable U.S. privacy, consumer privacy, and data protection Laws relating to the processing of Personal Data applicable during the term of and within the scope of this Contract.
Auditor	means an independent third party auditor provided that such third party shall not be a competitor of CGI (i.e., with a primary business line, whether on shore or off shore, in information technology outsourcing services, enterprise resources management services, managed/cloud services, out-tasking, software development and maintenance, or information technology systems consulting services, provided, however, that the audit arms of the major accounting firms shall not be considered to be a competitor of CGI).
Breach	means failure of a party to perform a material obligation under the Contract.
Business Day	means Monday through Friday, except CGI Holidays.
CGI Applications	means CGI's proprietary software application(s) defined in Section 7.0 of this Contract that will be hosted and operated by CGI or a Third Party Hosting Supplier for use in providing SaaS Services, as well as any modifications or enhancements to such CGI Applications developed by CGI and made generally available to its customers.
CGI Advantage ®	means CGI's Enterprise Resource Planning (ERP) application suite.
CGI Advantage Assistant	means a component of the CGI Advantage platform that provides tailored on-screen, step-by-step guidance to support users in completing a business process and/or transaction.
CGI Advantage Cloud	means the proprietary cloud-based enterprise resource planning Software as a Service platform that is developed and maintained by CGI specifically for use by public sector Cities.
CGI Advantage Connect	means the CGI Advantage integration platform that supports and monitors API, event, and file-based integrations with the City's ecosystem.

Term	Definition
CGI Advantage® Forum	means the annual user conference for CGI Advantage and strategic partners
CGI Advantage Insight	means the business intelligence and analytics component of the CGI Advantage platform.
CGI Advantage® Updates or Updates	Periodic updates to add business features, address technical and functional compatibility with system software, make updates for ongoing regulatory changes and changes to business practices, and provide code corrections for CGI Advantage®.
CGI Advantage® User Group	means the employees of City who use CGI Advantage to perform their role, often divided by functional workstream such as Procurement User Group, etc.
CGI Advantage® User Group Steering Committee	means the individuals elected by the CGI City community to serve in a leadership capacity for a specified term, providing strategic input and influencing the CGI Advantage product direction.
CGI Holiday	means New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
CGI Materials	means individually or collectively, all components of the SaaS Services, and all intellectual property rights in and to the SaaS Services, and to all other proprietary rights, materials, Work Products or assets that are employed or developed in providing the SaaS Services, including but not limited to any successors, updates, extensions, derivatives, translations, modifications, or enhancements of any of the foregoing, and any ideas, enhancement requests, feedback, recommendations or other information provided by the City or any other party related to the SaaS Services.
CGI System	means individually or collectively, all of the components of the infrastructure and computing environment used by CGI to provide the SaaS Services (whether owned by CGI or its suppliers), including CGI or third party facilities, hardware, operating systems, networking equipment, software applications and associated databases, tables, data and documentation and training materials.
CGI Third Party Technology	means optional third party technology which may be included in the SaaS Services provided by CGI under the terms of this Contract.

Term	Definition
Change	means a revision, substitution, addition, implementation, modification, upgrade, improvement, enhancement, change in the nature, scope, or other aspect of the provision of the SaaS Services or the Consulting Services which has an impact on the other party's provision or use of the SaaS Services or the Consulting Services. For avoidance of doubt, a change implemented by CGI pursuant to Section 8.6 of the Contract shall not be considered a Change.
Change Order	means a written amendment to a Statement of Work or the Order that is prepared and signed by authorized representatives of both parties pursuant to Section 5.0 of this Contract.
Change Request	means a request to make a Change to the SaaS Services or Consulting Services.
City Content	means all information, data, Confidential Information, Personal Data, and any other materials placed by City and/or its Customers and/or by CGI on the City's behalf into the SaaS Services.
City Materials	means individually or collectively, City Content; City Confidential Information; all components of City premises, systems, documentation, hardware and other equipment, software; and all intellectual property rights in and to the foregoing. City Materials do not include CGI Materials.
City Third Party Technology	means third party technology for which City directly licenses with the third party.
Concurrent Users	means, collectively, the number of individuals logged into a CGI Application at any one time.
Confidential Information	In line with PSC-43, this means tangible or intangible non-public information belonging to or in the possession of a party that is confidential or a trade secret and is furnished or disclosed to the other party under the Contract (including information exchanged in contemplation of entering into the Contract) that: (i) a reasonable person would understand to be confidential or a trade secret; (ii) when furnished or revealed is marked or designated in writing to indicate it is confidential or a trade secret; or (iii) the furnishing party identifies as confidential or a trade secret in a written notification provided to the receiving party within thirty (30) Business Days after the information in question is furnished or revealed. The Solution is CGI Confidential Information.

Term	Definition
	Confidential Information does not include any information that: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.
Consulting Service(s)	means the technical and non-technical consulting, development, and other non-recurring professional services (other than SaaS Services) provided by CGI pursuant to a Statement of Work.
Consulting Services Fees	means the amounts due to CGI hereunder for Consulting Services.
Customer	means an entity who: (i) is the City and/or its Affiliate and (ii) engages City or its Affiliate to process a transaction or is authorized to use the CGI Solution.
Cutover Plan	A cutover plan is the detailed guide for migrating to a CGI Advantage platform. It outlines key processes, timelines, tools, and team roles to ensure a smooth, secure, and coordinated transition with minimal business disruption.
Data Processing Addendum	means the data processing agreement attached to this Contract in Appendix G – Data Processing Addendum.
Data Subject	An identified or identifiable natural person whose Personal Data is processed by CGI.
Deferred Fee	means the fee specified in Section 4.6 of this Contract that is due if the City terminates the Contract (in whole or in part) prior to the expiration date.
Deliverable	means any item to be created and delivered by CGI that is subject to Acceptance upon delivery to City. Any Deliverables under a Schedule, Appendix, or Statement of Work will be expressly designated as such.
Deliverable Expectation Document	Means the documents that minimally include the purpose, approach/key activities, table of contents, proposed format, proposed media(s), and Acceptance Criteria for Deliverables.
Demarcation Point	means the point at which CGI's area of control ends, but includes the CGI hosted VPN Connection End-Point.

Term	Definition						
Disaster Recovery Hosting Facility	means the facility specified in Section 7.4 of this Contract that is used for disaster recovery purposes.						
Disaster Recovery Plan	means a plan to be invoked upon the occurrence of a natural disaster or similar emergency.						
Documentation	means the Solution user guides and specifications, which are available for download on the CGI website, which may be updated by CGI from time to time.						
Exfiltration	means the unauthorized transfer of City Content from the SaaS Services. Exfiltration may be manual – i.e., carried out by any unauthorized person with physical access to City Content – or it may be automated and carried out through malicious programming over a network.						
Exposure	means the disclosure of City Content to unauthorized persons.						
Feature Set	Compilation of enhancements, compatibility or Regulatory Updates and corrections to the CGI Applications.						
Fees	means all amounts due to CGI hereunder and includes SaaS Services Fees and Consulting Services Fees.						
Fixed Capacity	means the maximum effort that CGI will allocate to a specific task or activity or Planning Period for multiple tasks or activities.						
Go-Live, Go-Live Date	means the date in the Project Schedule when Platform Enablement and Platform Configuration activities are completed and the City transitions to steady-state.						
Hours of Availability	For each CGI Advantage Application listed below, the daily scheduled hours of operation are:						
	<table><tr><th>CGI Advantage Application</th><th>Hours of Availability</th></tr><tr><td>CGI Advantage® Financial Management CGI Advantage® Performance Budgeting</td><td>5 am – 8pm in the City Time Zone Monday – Saturday, excluding Scheduled Maintenance</td></tr><tr><td>CGI Advantage® Vendor Self Service (VSS) CGI Advantage® Connect</td><td>24 hours/day, 7 days/week, excluding Scheduled Maintenance.</td></tr></table>	CGI Advantage Application	Hours of Availability	CGI Advantage® Financial Management CGI Advantage® Performance Budgeting	5 am – 8pm in the City Time Zone Monday – Saturday, excluding Scheduled Maintenance	CGI Advantage® Vendor Self Service (VSS) CGI Advantage® Connect	24 hours/day, 7 days/week, excluding Scheduled Maintenance.
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CGI Advantage® Vendor Self Service (VSS) CGI Advantage® Connect	24 hours/day, 7 days/week, excluding Scheduled Maintenance.						
Inception	means the start of the effort to provision and configure the Solution.						

Term	Definition										
Incident	An interruption in SaaS Services, diminution in the quality of SaaS Services, or observed defect that impacts business operations other than one that is defined as an Issue.										
Including	whether or not capitalized, means including, but not limited to.										
Issue	A deviation in function of a CGI Application from its licensed Documentation.										
Issue Severity	means contractual categories of Issue severity, designated “Critical,” “Serious,” “Moderate,” and “Minor” as defined below: <table> <tr> <th>Issue Severity</th><th>Definition</th></tr> <tr> <td>Critical Issue</td><td>An Issue causing critical impact to City’s business operations, for which no workaround is immediately available. Use of the CGI Application(s) cannot continue.</td></tr> <tr> <td>Serious Issue</td><td>An Issue causing significant impact to City’s business operations, for which a workaround is unacceptable on a long-term basis. Essential functions of the CGI Applications are affected such that there is a significant impact to City’s business operations.</td></tr> <tr> <td>Moderate Issue</td><td>An Issue that impairs some functionality of the CGI Application(s) for which a practical workaround exists such that there is not a material impact to City’s business operations.</td></tr> <tr> <td>Minor Issue</td><td>An Issue that does not affect production functions of the CGI Application(s) of a cosmetic or similarly immaterial nature.</td></tr> </table>	Issue Severity	Definition	Critical Issue	An Issue causing critical impact to City’s business operations, for which no workaround is immediately available. Use of the CGI Application(s) cannot continue.	Serious Issue	An Issue causing significant impact to City’s business operations, for which a workaround is unacceptable on a long-term basis. Essential functions of the CGI Applications are affected such that there is a significant impact to City’s business operations.	Moderate Issue	An Issue that impairs some functionality of the CGI Application(s) for which a practical workaround exists such that there is not a material impact to City’s business operations.	Minor Issue	An Issue that does not affect production functions of the CGI Application(s) of a cosmetic or similarly immaterial nature.
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Moderate Issue	An Issue that impairs some functionality of the CGI Application(s) for which a practical workaround exists such that there is not a material impact to City’s business operations.										
Minor Issue	An Issue that does not affect production functions of the CGI Application(s) of a cosmetic or similarly immaterial nature.										
Malicious Code	means an item or device which may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network, including viruses, worms, time bombs, Trojan horses and other similar code, files, scripts agents or programs.										
Nonconformity	means a reproducible condition in a Deliverable that prevents the Deliverable from performing the functions described in its Acceptance Criteria (which, for a software Deliverable, renders it inoperable or unusable in a production environment).										

Term	Definition
Nonconformity Notice	has the meaning set forth in Appendix C, Section 3.3
Operational Framework	A Written Deliverable described in Exhibit C-1 –Platform Enablement .
Patch	means a correction to the SaaS Service identified by the CGI Advantage® User Group, often addressing Critical or Serious Issues identified by one or more Cities.
Patch Cadence Environment	means the environment that receives Updates, Patches, and Patch Sets.
Patch Set	means a compilation of Patches.
Personal Data	means any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; including without limitation “Personal Data”, “Personal Information”, “Personally Identifiable Information”, “PII” or any other equivalent term as defined in, and subject to, Applicable Data Protection Legislation.
Platform Configuration	means the Consulting Services provided by CGI to design and implement the City’s instance of the CGI Application(s).
Platform Continuous Advancement	means the Consulting Services provided by CGI post-Go Live to optimize the CGI Application(s) to realize the City’s business objectives.
Platform Enablement	means the Consulting Services provided by CGI to provision the City’s instance of the CGI Application(s) in the Solution Hosting Facility and establish the SaaS Services. Platform Enablement begins at Inception and concludes at Go-Live when the City transitions to steady-state.
Processing Schedule	As codified in the Operational Framework, the mutually agreed schedule for execution of City business functions by CGI, which shall be the weekend containing the second Saturday of the month, commencing following completion of Friday night processing through Sunday 12pm ET.
Product Roadmap	means CGI’s forward-looking plan to enhance the CGI Application(s) with new features and functionality.

Term	Definition
Project	means the collaborative effort involving CGI and City team members to transition from the City's legacy application(s) to the CGI System.
Project Schedule	means the mutually agreed upon and jointly managed detailed task plan and timeline to achieve the Go-Live Date.
Reimbursable Expenses	mean incidental expenses reasonably incurred by CGI in performing its obligations under the Contract.
Regulatory Updates	means the updates to the CGI Application(s) to adhere to laws, regulations, standards, and other rules set forth by governments and other regulatory bodies.
Request	A written, reported City request that is not an Issue or Incident.
SaaS Services	means the services established in Exhibit C-1 –Platform Enablement and specified in Appendix D – SaaS Services that are to be provided by CGI for City's use of the Solution, including all of the components of the Solution used by CGI in the performance of providing SaaS Services, whether owned by CGI or its suppliers, and as further specified in Section 7.0 of this Contract.
SaaS Services Fees	means the amounts due to CGI hereunder for the SaaS Services.
SaaS Services Period	means that the period(s) specified in Section 4.4 of this Contract during which City will have access to and use of the SaaS Services.
Scheduled Maintenance	means recurring maintenance to the CGI Applications.
Security Incident	means unauthorized or unlawful access to the City Content resulting in Exfiltration or Exposure of all or part of the City Content.
Service Credit	means the credits set forth in Exhibit D-1 –Service Level Agreement that are payable for failure to meet or exceed the Service Levels for that Order.
Service Levels	means the objective levels of service agreed to be provided for the SaaS Services, as set out in Exhibit D-1 –Service Level Agreement.
Services	means, collectively, the Consulting Services and SaaS Services to be provided by CGI under this Contract.

Term	Definition
Solution	means the CGI Applications and the CGI System used to provide the SaaS Services.
Solution Hosting Facility	means the hosting facility for the Solution identified in Section 7.4 of this Contract.
Solution Support Center	means the web-based online self-service portal where CGI and City can access a collaborative knowledgebase including articles, guides, and training materials specific to CGI Advantage.
Statement of Work or SOW	means a mutually agreed document describing any Consulting Services that CGI agrees to perform for City, which shall be subject to the terms and conditions of this Contract.
Statement of Work Manager	means an employee of each party, identified in the Statement of Work, who will serve as that party's principal point of contact with the other party for all matters pertaining to that Statement of Work.
Subcontractor	means any entity under a subcontract agreement with CGI specifically for performance of some portion of the Services under this Contract. For clarification, Subcontractor does not include CGI suppliers, software vendors, Third Party Hosting Suppliers, contractor/staff augmentation resources or hardware or software providers used by CGI to resolve production problems or support technology upgrades.
Support Program	means the CGI program of Services specified in Appendix D – SaaS Services.
Technical Stack Compatibility Update	means an update to the combination of technologies (e.g., front-end, back-end, servers, etc.) that are arranged together to create the CGI Advantage Cloud.
Third Party Hosting Supplier	means the third party supplier, if any, identified in Section 7.4, Hosting, as the provider of the Solution Hosting Facility or Disaster Recovery Hosting Facility.
Third Party Technology	means third party technology included in the SaaS Services listed in Section 7.1 that is licensed under separate license terms that CGI will pass on to City and not under the terms of this Contract.
Third Party Technology Terms	means the separate third party license terms passed on by CGI to City and that apply to Third Party Technology.

Term	Definition
Ticketing System	means the automated system provided by CGI to manage delivery of the SaaS Services to City, such as tracking of Incidents, Issues, and Requests.
Transition Services	means Consulting Services provided by CGI under a Statement of Work to help facilitate the City's transition to a different service model upon the expiration or termination of SaaS Services.
Updates	see CGI Advantage® Updates
Users	means those employees, and end users, as applicable, that City authorizes to use the SaaS Services.
Work Product	means collectively all software, literary works, other works of authorship, specifications, designs, analyses, processes, methodologies, concepts, inventions, programs, program listings, programming tools, documentation, reports, drawings, databases, spreadsheets, machine-readable text and files, financial models, and work product, including any Deliverables, and any modifications, enhancements, or derivatives thereof, developed by or on behalf of CGI under this Contract.
Written Deliverable	means a document designated in the applicable Statement of Work as a "Deliverable," such as a report, plan, or design.

2.0 CONTRACT DOCUMENTS

The following documents comprise the Contract:

1. This Contract
2. Appendix A: Standard Provisions for City Personal Services Contracts ("PSC")(Rev. 1/25)[v.2]
3. Appendix B - Third Party Technology Terms [Optional]
4. Appendix C - Consulting Services
 - Exhibit C-1: Platform Enablement
 - Exhibit C-2: Platform Configuration
 - Exhibit C-3: Local Support Consulting Services
5. Appendix D - SaaS Services
 - Exhibit D-1: Service Level Agreement
6. Appendix E - Security Program
7. Appendix F - Data Processing Addendum
 - Exhibit F-1: Data Processing Addendum - City's Documented Instructions

In the event of an inconsistency between any of the provisions of this Contract and/or any Appendix/Exhibit attached hereto, the inconsistency shall be resolved by giving precedence to the provisions of this Contract and then the Appendices/Exhibits in the above order.

3.0 TERM OF CONTRACT

The term of this Contract shall commence on July 1, 2026, and shall terminate five (5) years therefrom on June 30, 2031, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the City if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

The City shall have the option in its sole discretion to extend the term for up to one (1) additional five (5)-year period upon providing written notification to the Contractor. The City delegates its discretion to exercise such option to the ITA General Manager.

4.0 COMPENSATION AND PAYMENT

4.1. Total Contract Expenditure

The City's total obligation under this Contract shall not exceed \$78,192,332 , of which \$23,904,332 is for Consulting Services, \$47,288,000 is for SaaS Services, and \$7,000,000 is for contingency. The Contractor further understands and agrees that execution of this Contract neither guarantees that the Contractor's employees will be utilized nor that the Contractor will receive any payment unless confirmed by ITA in an authorization to hire letter.

4.2. Invoices

Contractor shall submit invoices in accordance with the payment schedule set forth in this Contract or in a Change Order, as applicable.

Payment of invoices shall be subject to approval by the City. No payment shall be made for any incidental expense.

Contractor's invoices must conform to City standards and include, at a minimum, the following information:

- Name and address of Contractor;
- Name and address of the City department being billed;
- Date of the invoice and the period covered;
- Reference to this Contract number;
- Reference to the ITA Written Approval (including the approved project budget) and the Statement of Work authorizing the work performed by Contractor;

- Description of the services performed and the amount due for the services;
- Name(s) of all Contractor's personnel performing the services for the City department, the number of hours worked for each person, and the hourly rate for each person;
- Payment terms, total due and due date;
- Certification by a duly authorized officer;
- Remittance Address (if different from Contractor's address);
- Contractor's City of Los Angeles Business Tax Registration Certificate Number; and,
- Contractor's State of California Sales and Use Tax Permit Number.

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Invoices shall be submitted within 30 days of completion of a milestone, for milestone-based Services, or in accordance with the payment schedule for other Services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

4.2.1. Payment. All Fees and expenses are to be paid to CGI in United States Dollars by wire transfer of funds to an account designated by CGI or by check sent to CGI (CGI to provide address). City shall pay all undisputed invoices within thirty (30) calendar days from the date of the invoice.

4.2.2. Disputed Charges. City may withhold payment of amounts which, in good faith, it does not agree are due CGI, provided that: (i) City notifies CGI in writing of the amounts it disputes and the reasons for doing so, which notice must be received by CGI no later than fifteen (15) calendar days prior to the payment due date for those amounts; (ii) City timely pays all other undisputed amounts specified on the invoice; (iii) City works in good faith with CGI to resolve the dispute in a prompt and mutually acceptable manner; and (iv) City pays any amounts ultimately determined to be due

CGI within five (5) calendar days after the dispute is resolved. If a disputed amount is not resolved within thirty (30) calendar days after the original payment due date, the parties will resolve such dispute in accordance with the dispute resolution terms of the Contract. City's right to dispute invoices will be waived unless the invoiced amounts are disputed in writing as provided in this section.

4.2.3. Taxes. The City of Los Angeles is a tax-exempt governmental entity. City shall provide CGI with a tax exemption certificate or other documentation evidencing such tax-exempt status upon request.

4.3. Consulting Services Fees For Platform Configuration

The Consulting Service Fees specify the amount of and payment schedule for Consulting Service Fees that City will pay to CGI under the Contract. The table below details the Consulting Services Fees associated with the Consulting Services detailed in Exhibit C-2 – Platform Configuration:

ID	Consulting Services (Local Support) Period	Invoice Amount	Invoice Date
1	July 1, 2026 - June 30, 2027	\$1,634,332	July 1, 2026
2	July 1, 2027 - June 30, 2028	\$2,945,000	July 1, 2027
3	July 1, 2028 - June 30, 2029	\$2,945,000	July 1, 2028
4	July 1, 2029 - June 30, 2030	\$2,945,000	July 1, 2029
5	July 1, 2030 - June 30, 2031	\$2,945,000	July 1, 2030
6	July 1, 2031 - June 30, 2032	\$2,098,000	July 1, 2031
7	July 1, 2032 - June 30, 2033	\$2,098,000	July 1, 2032
8	July 1, 2033 - June 30, 2034	\$2,098,000	July 1, 2033
9	July 1, 2034 - June 30, 2035	\$2,098,000	July 1, 2034
10	July 1, 2035 - June 30, 2036	\$2,098,000	July 1, 2035
11	TOTAL:	\$23,904,332	

4.4. SaaS Services Fees And Payment Schedule

The SaaS Services Fees specify the amount of and payment schedule for SaaS Services Fees that City will pay to CGI under the Contract. The table below details the SaaS Services Fees and payment schedule for the SaaS Services as

detailed in detailed in Exhibit C-1 – Platform Enablement and Appendix D –SaaS Services for the SaaS Services Period(s) listed below:

ID	Consulting Services (Local Support) Period	Invoice Amount	Invoice Date
1	July 1, 2026 - June 30, 2027	\$2,918,000	July 1, 2026
2	July 1, 2027 - June 30, 2028	\$4,870,000	July 1, 2027
3	July 1, 2028 - June 30, 2029	\$4,870,000	July 1, 2028
4	July 1, 2029 - June 30, 2030	\$4,870,000	July 1, 2029
5	July 1, 2030 - June 30, 2031	\$4,870,000	July 1, 2030
6	July 1, 2031 - June 30, 2032	\$4,978,000	July 1, 2031
7	July 1, 2032 - June 30, 2033	\$4,978,000	July 1, 2032
8	July 1, 2033 - June 30, 2034	\$4,978,000	July 1, 2033
9	July 1, 2034 - June 30, 2035	\$4,978,000	July 1, 2034
10	July 1, 2035 - June 30, 2036	\$4,978,000	July 1, 2035
11	TOTAL:	\$47,288,000	

4.5. Combined Payment Schedule

The table below provides a comprehensive summary by fiscal year of the Fees outlined in Sections 4.3 and 4.4 above:

ID	Consulting Services (Local Support) Period	Invoice Amount	Invoice Date
1	July 1, 2026 - June 30, 2027	\$4,552,332	July 1, 2026
2	July 1, 2027 - June 30, 2028	\$7,815,000	July 1, 2027
3	July 1, 2028 - June 30, 2029	\$7,815,000	July 1, 2028
4	July 1, 2029 - June 30, 2030	\$7,815,000	July 1, 2029
5	July 1, 2030 - June 30, 2031	\$7,815,000	July 1, 2030
6	July 1, 2031 - June 30, 2032	\$7,076,000	July 1, 2031
7	July 1, 2032 - June 30, 2033	\$7,076,000	July 1, 2032

8	July 1, 2033 - June 30, 2034	\$7,076,000	July 1, 2033
9	July 1, 2034 - June 30, 2035	\$7,076,000	July 1, 2034
10	July 1, 2035 - June 30, 2036	\$7,076,000	July 1, 2035
11	TOTAL:	\$71,192,332	

4.6. Deferred Fees

The \$3.9 million in this Section 4.6 reflects the amount for professional services not invoiced by CGI in year 1 and year 2 (FY27 & FY28) for the services described in Appendix C – Exhibit C-2 – Platform Configuration. These services occur in years 1 and 2 (FY27 & FY28) but are spread over years 1-5 (FY27 - FY31) per the City's request. These services include:

- Project Management and Planning,
- Provisioning Advantage Insight non-production and production environments,
- Report Rationalization and Recommendations,
- Change Management and Training support, and
- Decommissioning InfoAdvantage.

The Deferred Fees are to recoup payment for these services in the case where this Contract is terminated early without cause. The Deferred Fees listed in this section must be paid by the City in the event this Contract is terminated prior to the expiration date, in accordance with the following table:

Year	Termination Date	Termination Fee
1	July 1st 2026 - June 30, 2027	\$3,901,000
2	July 1st 2027 - June 30th 2028	\$2,989,000
3	July 1st 2028 - June 30th 2029	\$2,615,375
4	July 1st 2029 - June 30th 2030	\$2,241,750
5	July 1st 2030 - June 30th 2031	\$1,868,125
6	July 1st 2031 - June 30th 2032	\$1,494,500
7	July 1st 2032 - June 30th 2033	\$1,120,875
8	July 1st 2033 - June 30th 2034	\$747,250
9	July 1st 2034 - June 30th 2035	\$373,625
10	July 1st 2035 - June 30th 2036	\$0

4.6.1. Migration Fees

Notwithstanding any other provision of this Contract, including the SaaS Services Fees outlined in Section 4.4 or the Consulting Services Fees in Section 4.3, the City of Los Angeles shall not be liable for, nor shall it pay, any separate or additional fees specifically for the migration of City Content to the CGI Advantage SaaS platform. All costs associated with the transition, provisioning, and platform enablement required to move from the City's legacy application(s) or hosted environments to the Solution are inclusive of the total contract expenditure defined in Section 4.1.

4.6.2. Third Party Hosting Supplier Pricing. Third Party Hosting Supplier pricing is subject to change by the Third Party Hosting Supplier on an annual basis. In the event of any such increase by the Third Party Hosting Supplier, the SaaS Services Fees shall be adjusted to reflect such increase, and the parties shall execute a Change Order to document the adjustment. CGI shall provide City with reasonable advance written notice of any such adjustment.

5.0 CHANGE ORDERS

Either party may propose changes to a Statement of Work. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and performance of the Consulting Services. Proposed changes will not become effective unless set out in a written Change Order executed by both parties. The parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the SaaS and or Consulting Services. Changes to be addressed pursuant to this Section may include: (i) changes in the project scope, such as addition of Deliverables, or, in the case of an agile project, changes in the description of minimal viable product, or addition of product increments; (ii) changes in the project schedule; or (iii) changes in the parties' respective roles and responsibilities; and (iv) compensation changes associated with scope, schedule, and roles and responsibilities. If the Parties cannot come to agreement as to the scope or cost of a change order, they will use an agreed upon dispute resolution process.

6.0 SCOPE OF WORK or STATEMENT OF WORK

Contractor agrees to provide the City with services identified in Appendices C (Consulting Services) and D (SaaS Services). These appendices identify the general scope of the Statement of Work.

Any other Statements of Work will include, at a minimum:

- A description of the work to be performed;

- The fees for the work or, if agreed to be performed on a time and materials basis, the rate(s) applicable to the work, including whether fees are inclusive of travel and living expenses;
- If applicable, a project schedule, including any deliverables;
- Any agreed-upon acceptance process for deliverables; and
- Any designated key personnel.

6.1. Written Approval Required

Before services are provided for any City department, Contractor must first receive written approval to proceed by ITA. The Written Approval must include a detailed Statement of Work defining the scope of services, duration of engagement, and the budget for the project. Contractor shall not exceed the approved scope or budget for any project, nor shall the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from ITA is obtained modifying the scope or budget of the project.

6.2. City Responsibilities

6.2.1. General.

City shall be responsible for the timely performance of its responsibilities as set forth under this Contract and any applicable Statement of Work. City shall provide commercially reasonable assistance and information as reasonably requested by CGI to enable CGI to provide the Services.

6.3. City Materials, Information and Approvals.

Whenever CGI's performance of the Services is dependent upon City's furnishing CGI with City Materials or other City resources (e.g., interfaces, connectivity, staff, or approvals), City shall furnish such items in a timely fashion in a reasonable format as specified by CGI, or such other format as mutually agreed by the parties in writing. City is responsible for ensuring that all physical media that City furnishes to CGI meet the specifications of the manufacturer of the equipment with which such media are to operate. Specifications and requirements provided by City to CGI for the configuration of the SaaS Services must comply with applicable federal, state, and local laws and regulations. City is responsible for acquiring all necessary licenses and consents from third party vendors for those City-provided items required for CGI to perform Services hereunder. If a delay or failure by City in satisfying its responsibilities under this Agreement impacts CGI's ability or cost to deliver the Services, such impact shall be addressed in accordance with PSC-6, Excusable Delays.

6.4. Access Controls – City Responsibilities.

As part of CGI's security measures, and pursuant to Appendix E – Security Program, CGI may assign to City one or more User or identification codes and associated passwords that will enable City and its Users to access the SaaS Services. City is responsible for identifying, authenticating, and approving access for all Users. City agrees to maintain the security of its User or identification codes and associated passwords and agrees to be responsible for their proper use by its Users. City agrees to comply with any rules of operation and security procedures established by CGI for access to and use of the SaaS Services. If, pursuant to Section 8.1.7, unauthorized access is obtained, City shall immediately report such access to CGI, cease all unauthorized access, return all CGI, third party, or CGI customer information obtained as a result of such unauthorized access, and safeguard any CGI, third party, or CGI customer information obtained as a result of unauthorized access as CGI's Confidential Information. City shall be responsible for the actions of its Users, Affiliates and Customers in connection with their access to and use or misuse of the SaaS Services in accordance with this Contract.

7.0 SOLUTION INFORMATION

7.1. Applications

CGI Applications*	CGI Advantage® Financial Management, including: • Debt Management (limited use for bond functionality only) † • Inventory Management CGI Advantage® Performance Budgeting CGI Advantage® Procurement Professional CGI Advantage® Vendor Self-Service CGI Advantage® Connect** CGI Advantage® Insight*† CGI Advantage® infoAdvantage***
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Optional CGI Applications	CGI Test Savvy CGI Accell 360 CGI Advantage® Human Resource Management CGI Advantage® Payroll Management CGI Advantage® Labor Cost Distribution CGI Advantage® Asset Management CGI Advantage® Customer Self Service CGI Advantage® Intelligence Suite
CGI Third Party Technology	Pentaho Data Integration OpenText
Open Source	BIRT
Third Party Technology	Microsoft Power BI: PowerBI Embedded licensing is based on the Cloud Sizing Information identified in the sizing information table below. The City will receive ten (10) named PowerBI Pro Developer licenses. Additional PowerBI Pro Developer licenses can be purchased via a Change Order at the then-current Microsoft pricing.

**Please note that Advantage Insight will have one (1) production instance and one (1) non-production instance unless otherwise negotiated by the City and CGI.*

***Usage of CGI Advantage Connect and its underlying components is limited to facilitating API interactions with the CGI Advantage platform.*

****Insight will replace infoAdvantage on or before January 1, 2028*

† These products are available for use under this Contract only.

7.2. Sizing Information

FTEs	41,000
Estimated Peak Concurrent Users	CGI Advantage: 10% of FTE basis CGI Advantage Insight: 5% of FTE basis
Included Storage Capacity (For all PRD environments in gigabytes)	Fiscal Year 2027: 6,380 Fiscal Year 2028: 6,165 Fiscal Year 2029: 6,956 Fiscal Year 2030: 7,786 Fiscal Year 2031: 8,657 Fiscal Year 2032: 9,572 Fiscal Year 2033: 10,533 Fiscal Year 2034: 11,542 Fiscal Year 2035: 12,602 Fiscal Year 2036: 13,714
Estimated Annual Storage Growth	8%
Insight	Capacity of Microsoft Power BI Embedded (included in CGI Advantage Insight) is of node type A5 during peak hours (10 hours per day), and of node type A4 during non-peak hours (14 hours per day).
Network	10 TB egress data transfer / month

7.3. Geographic Considerations Concerning Service Locations

Geographic Consideration	Standard CGI Advantage® Global Support Model
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7.4. Hosting Details

Solution Hosting Facility	• CGI Private Cloud: CGI Private Cloud is the Solution Hosting Facility prior to transition to Third Party Hosting Facility • Third Party Hosting Supplier: CGI instance of Microsoft Azure (U.S. Based) beginning
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	on July 1, 2031, or as determined by the project schedule
Disaster Recovery Hosting Facility (if applicable)	Iron Mountain through June 30, 2031, or as determined by the project schedule Third Party Hosting Supplier: CGI instance of Microsoft Azure (U.S. Based; separate geographic region) beginning on July 1, 2031, or as determined by the project schedule.

8.0 Access

Subject to the terms of this Contract (including City's payment obligations), CGI hereby grants to City a limited, non-exclusive, non-transferable right to access and use the SaaS Services exclusively for its own internal business purposes during the SaaS Services Period(s) in accordance with the terms of the Contract.

8.1. Restrictions on Use of SaaS Services

City's use of the SaaS Services under the Contract is subject to the following restrictions. City should not:

- 8.1.1.** Use the SaaS Services (i) in a way prohibited by local, state, national or international law, regulation, ordinance, governmental order or decree or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law, regulation, ordinance, governmental order or decree; (ii) to violate the rights of others; (iii) to try to gain unauthorized access to or disrupt any service, device, data, account or network; (iv) to spam or distribute malware; (v) other than for City's own internal business operations; (vi) in a way that could harm the SaaS Services or impair anyone else's use of it; (vii) in any application or situation where failure of the SaaS Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; or (viii) for any reason other than for the SaaS Services' intended purpose as set forth in the Documentation and/or this Contract;

- 8.1.2.** License, sublicense, sell, resell, transfer, assign, distribute the SaaS Services or otherwise make available the SaaS Services to any third party except as permitted in this Contract;
- 8.1.3.** Modify or make derivative works based on the SaaS Services, commercially exploit the SaaS Services, or otherwise use the SaaS Services for commercial time-sharing, rental, outsource or service bureau use except as permitted in this Contract;
- 8.1.4.** Send or store infringing, obscene, discriminatory, libelous, threatening, or otherwise unlawful or tortious material, including but not limited to material that violates privacy or publicity rights;
- 8.1.5.** Send or store Malicious Code in connection with the SaaS Services;
- 8.1.6.** Interfere with or disrupt performance of the SaaS Services or the data contained therein;
- 8.1.7.** Attempt to gain unauthorized access to the SaaS Services, related systems or networks, any other computer systems, applications/services for which City has not paid fees to use, or data and information belonging to others that is also hosted on the SaaS Services;
- 8.1.8.** Access all or any part of the SaaS Services in order to build a product or service which competes with the SaaS Services;
- 8.1.9.** Release the results of benchmark tests or other comparisons of any of the SaaS Services with other software, services, or materials unless reasonably requested or required under this Contract and agreed in writing, on a case by case basis, between CGI and City;
- 8.1.10.** Copy any features, functions, integrations, interfaces, or graphics of the SaaS Services;
- 8.1.11.** Download, disassemble, decompile, or otherwise attempt to reverse engineer the SaaS Services;
- 8.1.12.** Remove or modify any markings or notice of proprietary rights; or
- 8.1.13.** Use any component of the Solution, whether owned by CGI or its suppliers, on a standalone basis for City's internal business purposes.

8.2. Errors in Processed Data

City shall be solely responsible for reviewing the accuracy of any processing output of the SaaS Services provided by CGI prior to making use of such output, including responsibility for output reports and conclusions drawn from such use. If any such results are inaccurate due to the fault of CGI, CGI shall reprocess the affected data at no additional charge to City. If any such results are inaccurate due to the fault of City, City shall provide corrected data and CGI shall be paid by City on a time and materials basis to reprocess the corrected data. CGI shall not be responsible or liable for any such results (whether foreseen or unforeseen) that are inaccurate due to no fault of CGI. If City has not notified CGI in writing of any claimed errors in such results within a reasonable period, not to exceed thirty (30) days after becoming aware of such errors, such results shall be deemed to have been accepted by City.

8.3. Loss of City Content

If City Content is lost, corrupted or destroyed while in the possession or control of CGI due to CGI's breach of this Contract, CGI will use commercially reasonable efforts to reconstruct such data at CGI's expense provided that any files, data, programs or other information that may be necessary to accomplish such reconstruction, but which are not in CGI's possession or control, are promptly furnished to CGI by City upon request. If CGI is unable to satisfy its obligations under this Subsection, CGI's liability to the City will nevertheless be limited in accordance with the provisions of Section 11.

8.4. Use of Third Party Suppliers

8.4.1. City acknowledges that, in providing the Services, CGI may obtain products and services from, and otherwise delegate obligations hereunder to, CGI's Affiliates or Subcontractors or third party suppliers, who in turn may obtain products and services from, or otherwise delegate obligations hereunder to their Affiliates, Subcontractors, or suppliers. Except as specifically indicated otherwise, CGI will nevertheless be responsible to City for performance of the Services regardless of the use of such Affiliates, Subcontractors or third party suppliers.

8.4.2. This Section is applicable if a Third Party Hosting Supplier is providing the Solution Hosting Facility or Disaster Recovery Hosting Facility. City acknowledges and agrees that CGI will be contracting with the Third Party Hosting Supplier, an independent commercial public cloud infrastructure

company, as a vendor to provide the cloud-computing platform and tools ("TPHS Platform") as part of the SaaS Services. City acknowledges that aspects of, or changes to, the functionality of the TPHS Platform is outside of CGI's direct control. In the event the TPHS Platform experiences an availability, performance, or security failure, or City Data is lost, corrupted or destroyed, solely as a result of an outage, malfunction, unavailability of or change by Third Party Hosting Supplier to a TPHS Platform component, or due to Third Party Hosting Supplier's fault or negligence (a "Failure"), CGI shall coordinate with Third Party Hosting Supplier and City to monitor status on resolving any such issue and CGI will work collaboratively with the City to develop a mutually agreeable resolution to address the impact of such Failure, at no additional cost to the City. In addition, (i) to the extent Third Party Hosting Supplier provides a credit/payment to CGI as a result, and with the City's written approval, CGI shall apply such amount against amounts due to CGI for the SaaS Services; and (ii) CGI shall not be in breach of its obligations under this Contract or liable for Service Credits as a result of such Failure.

8.5. Service Levels

CGI will provide the SaaS Services in a manner that meets or exceeds applicable Service Levels specified in Exhibit D-1 –Service Level Agreement. For any failure of the SaaS Services to meet or exceed the applicable Service Levels, City's sole remedy and CGI's exclusive obligation shall be as specified in Exhibit D-1 – Service Level Agreement.

8.6. CGI's Right to Make Changes to the SaaS Services

Notwithstanding anything to the contrary in the Contract, CGI may make changes to the infrastructure, technology, facilities, hosting environment, hardware, software, CGI Third Party Technology, Third Party Technology, third party suppliers, including CGI Third Party Hosting Suppliers, and other operational components used to provide the SaaS Services that CGI determines are necessary or appropriate, provided such changes do not materially diminish the functionality, performance, security, or service levels of the SaaS Services as experienced by the City without providing notice to City or obtaining City's consent, except as required in this Section 8.6. CGI will provide prior written notice (or, in the event of an emergency, prompt notice after the occurrence of such

emergency), if CGI believes any changes to the SaaS Services have a reasonable likelihood of materially diminishing the overall functionality of the SaaS Services. CGI may, at no extra cost to the City, transfer to, store, or process City Content in any country where CGI or its Affiliates or Subcontractors have facilities used to provide or support the SaaS Services or as described in Third Party Hosting Supplier terms, if applicable.

8.7. Third Party Technology

The SaaS Services may contain or require the use of Third Party Technology, which. City's right to use such Third Party Technology is governed solely by the Third Party Technology Terms. City is responsible for complying with the Third Party Technology Terms. Third Party Technology Terms governing the Third Party Technology may be subject to change by the applicable third party supplier. CGI will notify City in writing of any such changes. City is responsible for making itself knowledgeable concerning, and complying with, such changes in the Third Party Technology Terms.

8.8. City Third Party Technology

The SaaS Services may contain the ability to use City Third Party Technology. City is responsible for complying with the specific terms that govern such City Third Party Technology.

8.9. CGI Third Party Technology

The SaaS Services may include optional CGI Third Party Technology. CGI Third Party Technology may contain or require the use of open source products. Any open source products incorporated in, or used with, the SaaS Services are subject to the applicable open source license agreement.

9.0 DATA PROTECTION

See PSC-22 & Appendix F

10.0 PROPRIETARY RIGHTS

10.1. CGI Ownership

CGI (or its licensors or suppliers, as the case may be) will retain ownership rights in the CGI Materials. CGI Materials are provided by CGI to City as part of the SaaS

Services or under a Statement of Work pursuant to the terms and conditions of this Contract.

10.2. Grant of Limited License to CGI. City hereby grants to CGI a nonexclusive, nontransferable, limited right and license to access, copy, store, configure, display, perform, reproduce, process, and otherwise use City Materials during the term of this Agreement (and, as applicable, to allow CGI Affiliates, Subcontractors, and suppliers to do the same), in compliance with the Agreement and for the sole purpose of performing the Services for City.

10.3. Copying. City will not copy or use any CGI Materials in any way that is not authorized by the Agreement. Any permitted copies of the CGI Materials (including derivative works to the extent they incorporate or are based on any CGI Materials) made by or for City are and will remain the property of CGI (or its licensors). City will reproduce and include on any permitted copies of the CGI Materials all copyright or other proprietary rights notices or legends that appear on or are otherwise included in the CGI Materials

10.4. Reservation of Rights. CGI and its Affiliates, Subcontractors and suppliers will not be prevented from using in their business any general ideas, concepts, expressions, know-how, skills, and experience possessed by them prior to, or developed or learned by them in the course of performing the Servi

10.5. City Ownership

City shall retain ownership rights in all City Materials.

10.6. Developed Materials

See PSC-21

10.7. Feedback; Service Analyses CGI shall have a royalty-free, worldwide, irrevocable, perpetual right and license to use and incorporate into the SaaS Services any suggestion, enhancement request, recommendation, or other feedback provided by City (including its Affiliates, Customers, and Users) relating to the SaaS Services. CGI may draw aggregate conclusions from the use of the Services by City for the purpose of collecting and analyzing aggregated data. CGI may use and permit the use of such aggregated data for any commercial purpose that is consistent with applicable law. For clarity, CGI will not use or collect City Content or the above-specified service analyses information in any way that would reveal the identity of individuals, or in any manner that would violate the provisions of this Contract.

11.0 CONFIDENTIAL INFORMATION

- 11.1. Protection of Confidential Information.** The receiving party agrees: (i) to afford the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure, access, or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to the receiving party's own employees having a need to know the information for the purpose of performing under this Contract; (iii) not to disclose the furnishing party's Confidential Information to any third party or submit it to generative AI tools (such as ChatGPT™), except as permitted in this Section; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of this Contract and in order to carry out its obligations and exercise its rights under this Contract; (v) not to disassemble, decompile, or reverse engineer any of the furnishing party's Confidential Information; and (vi) to notify the furnishing party promptly of any unauthorized disclosure, access, or use of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized disclosure, access, or use.
- 11.2. CGI Disclosure to Affiliates and Subcontractors.** CGI may disclose Confidential Information to its Affiliates, agents, Subcontractors, and other representatives as necessary to provide the Services, provided that they are bound to confidentiality obligations no less protective than this Section.
- 11.3. City Disclosure to Third Parties.** City may disclose CGI Confidential Information to a third party only after: (1) CGI and City have agreed in writing as to: (i) the manner and extent to which such third party may have access to both CGI Confidential Information and City Confidential Information, and (ii) any associated additional terms required by CGI related to such access of CGI Confidential Information; and (2) such third party has entered into a three-way access agreement with CGI and City. Notwithstanding the foregoing, approval to permit third party access to CGI's Confidential Information is at CGI's sole discretion. Nothing in this Section C shall be construed to limit City's obligations under the California Public Records Act or other applicable law.
- 11.4. Disclosure to Advisors.** Either party may disclose Confidential Information to its attorneys, auditors, insurers, or accountants, if such disclosure is for the purposes of reporting or seeking advice, provided that every person to whom disclosure is made is bound by enforceable obligations to protect Confidential Information to the same extent as if it were a party to this Contract

11.5. Compelled Disclosure. If the receiving party receives a subpoena or other valid administrative or judicial notice, or a valid request pursuant to the California Public Records Act or other applicable open records law, requesting the disclosure of the furnishing party's Confidential Information, the receiving party will, unless precluded by any applicable law, promptly notify the furnishing party. The furnishing party will have the opportunity to resist or limit the disclosure of Confidential Information at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena, court order, regulatory request, or other process to the extent required by law, but will in doing so make every reasonable effort to secure confidential treatment of any materials disclosed

11.6. Return or Destruction. Upon expiration or termination of this Contract or at the furnishing party's request: (i) the receiving party will, at the furnishing party's option, return or completely destroy the Confidential Information provided by the furnishing party (except City Content, which will be addressed in accordance with the Contract), and (ii) the receiving party will not retain any copies (complete or partial) of the furnishing party's Confidential Information, except as permitted by this Section. The receiving party may retain copies of Confidential Information as required by applicable laws, regulations, or internal information retention policies, or as necessitated by operation of the receiving party's automatic back-up system, provided that the receiving party shall continue to be subject to the obligations of this Contract with respect to Confidential Information so retained. Upon the written request of the furnishing party, the receiving party shall certify in writing that it has complied with the obligations set forth in this Section

This Section 11.6 will survive expiration or termination of this Contract.

12.0 WARRANTY

12.1. General Warranties

12.1.1. Each party warrants that it has the authority to enter into the Contract and any associated Statement(s) of Work and Annual Planning Document(s) authorized under the Contract.

12.1.2. Each party will comply with all laws and regulations applicable to the performance of its obligations under the Contract.

12.2. SaaS Services Warranty

CGI warrants during the SaaS Services Period that: (1) CGI will provide the SaaS Services in a professional and workmanlike manner consistent with industry standards

reasonably applicable to the performance of such SaaS Services; and (2) CGI will not materially decrease the functionality of the SaaS Services (without City's written consent).

12.3. Consulting Services Warranty

CGI warrants, for a period of thirty (30) days after performance of Consulting Services, that such Consulting Services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to the performance of such Consulting Services.

12.4. Exclusions

CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Services by anyone other than CGI and its Subcontractors working at CGI's direction; (ii) the combination, operation or use of the Services with other items CGI did not supply (including City Content; third-party extensions; any software, hardware, or equipment other than software, hardware, or equipment supplied by CGI); (iii) City's failure to use any new or corrected versions of the Services made available by CGI at no additional charge; (iv) City's use of the Services in breach of this Contract; (v) CGI's adherence to City's specifications or instructions; (vi) delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet; (vii) any Third Party Hosting Suppliers, Third Party Technology, City Third Party Technology or CGI Third Party Technology; or (viii) any failure arising from a Force Majeure event that is excused under Section PSC-6.

12.5. City Warranty

City warrants that it shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of the City Content.

12.6. Third Party Warranty

To the extent CGI has the legal right to do so, CGI agrees to assign or pass through to City or otherwise make available for the benefit of City, any manufacturer or supplier's warranty applicable to any third-party software, hardware or equipment, CGI Third Party Technology or Third Party Hosting Supplier, provided by CGI under the Contract. CGI does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment, CGI Third Party Technology or Third Party Hosting Supplier.

12.7. Disclaimer

CGI DOES NOT GUARANTEE THE ACCURACY OF ANY ADVICE, REPORT, DATA OR OTHER PRODUCT DELIVERED TO City THAT IS PRODUCED WITH OR FROM DATA OR SOFTWARE PROVIDED BY City. WITHOUT LIMITING CGI'S LIABILITY TO City FOR NON-PERFORMANCE UNDER THE CONTRACT, EACH OF THE PARTIES

ACKNOWLEDGES AND AGREES THAT BY ENTERING INTO AND PERFORMING ITS OBLIGATIONS UNDER THE CONTRACT, CGI WILL NOT ASSUME AND SHOULD NOT BE EXPOSED TO THE BUSINESS AND OPERATIONAL RISKS ASSOCIATED WITH CITY'S BUSINESS.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CGI DOES NOT WARRANT THAT THE SERVICES OR ACCESS TO THE SAAS SERVICES WILL BE UNINTERRUPTED OR THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE.

13.0 INDEMNIFICATION

13.1. Indemnification by CGI

13.1.1. 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 third party 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 personal injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any real or tangible property of either party hereto or of third parties, arising in any manner by reason of a negligent act, error, or omission by CONTRACTOR, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest in the performance of 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.

13.2. Intellectual Property Indemnification by CGI

13.2.1. Except as stated in Subsection 13.2.2 below, CGI will at its expense, indemnify and defend any third party claim brought against City (including its officers and employees) and will pay all damages, court judgments or awards finally awarded or agreed to in a written settlement agreement signed by CGI,

and all reasonable associated costs and expenses (including without limitation, reasonable attorney's fees, expert fees, and costs and expenses related to any appeal) to the extent the proceeding is based on a claim that a Deliverable or CGI Application (each, an "infringing item") infringes a third party copyright, trade secret, trademark, mask work, United States patent, or other proprietary right (a "Covered Claim").

13.2.2. CGI will not be obligated to indemnify or defend, or be liable for costs or damages, to the extent a claim of infringement arises from: (1) Modification of the infringing item (except modifications made by CGI and its Subcontractors working at CGI's direction); (2) combination of the infringing item with hardware, software or other materials not provided by CGI, except as expressly authorized in writing by CGI; (3) use of the infringing item not in accordance with mutually agreed specifications; (4) City's failure to use new or corrected versions of the infringing item made available by CGI at no additional cost; (5) City Content; or (6) CGI's adherence to City's specifications or instructions.

13.2.3. If such a proceeding is brought or appears to CGI to be likely to be brought, CGI may, at its sole option and expense, either obtain the right for City to continue to use such infringing item or replace or modify the infringing item to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may be required to terminate City's access to the infringing item and/or City shall be required to return the infringing item. This Section provides CGI's exclusive obligation and City's sole remedy for any infringement claims or damages.

13.3. Indemnification Procedures

CGI's indemnification obligations specified in this Contract are subject to City promptly notifying CGI in writing of the claim or action, providing CGI a copy of all materials in City's possession or control pertaining to the claim or action, cooperating with CGI in defending or settling the claim or action, and allowing CGI to control the defense and settlement of the claim or action, including the selection of attorneys (to the extent permitted by law); provided, however, that a failure of City to fulfill such conditions shall excuse CGI of its obligations only to the extent such failure materially prejudices CGI in its efforts to defend or settle the claim. CGI will promptly assume the defense of the claim or action at its own expense and will pay all costs associated with CGI's defense and the amount of any settlement reached or final judgment awarded against City. City may observe the proceeding and confer with shall forward these requests to City's Data Privacy Officer, if CGI has their email address on file, or alternatively, to City's Business Contact in Appendix B of this Contract, as soon as reasonably practicable. "Data

Subject” means an identified or identifiable natural person whose Personal Data is processed by CGI.

Each Statement of Work may require a separate Data Processing Addendum.

14.0 TERMINATION

14.1. Termination. See PSC-9

14.2. Suspension for Breach. CGI reserves the right to suspend the SaaS Services (and/or City's access to the SaaS Services) if CGI determines that: (1) a violation of Section 8.1.7 is causing or is imminently likely to cause harm to CGI or others; (2) City is in breach of Section 8.1 or its nondisclosure obligations under this Contract; or (3) City has violated the Third Party Technology Terms. In the exceptional case where CGI must suspend the SaaS Services: (i) CGI will provide reasonable notice to City prior to such suspension, unless CGI believes an immediate suspension is required; (ii) CGI will suspend the SaaS Services and/or City's access to the SaaS Services only to the extent reasonably necessary; and (iii) the parties will work diligently to attempt to resolve the issue. If the parties cannot resolve the issue and the violation(s) continue, then CGI will have the right to terminate this Contract after providing advance written notice to City. CGI will not be liable to City or any third party for any liabilities, damages, claims, or expenses arising from or relating to a suspension of the SaaS Services in accordance with this Section.

14.3. Suspension for Security Breach. In the case of any security breach, CGI will have the right in its sole reasonable discretion to suspend any Services if deemed necessary to prevent any harm to City, CGI, or CGI's customers and their respective businesses. CGI will promptly provide notice to City of any such suspension. CGI will not be liable to City or any third party for any liabilities, damages, claims, or expenses arising from or relating to a suspension of the SaaS Services in accordance with this Section. Notwithstanding the foregoing, nothing in this Section shall limit, waive, disclaim, or otherwise affect CGI's liability arising from a data breach to the extent CGI is liable pursuant to Section 15.2, Data Breach Remediation And Special Limitation Of Liability, of this Contract.

14.4. Effects of Termination. Upon expiration or termination of this Contract, City's right to access the SaaS Services under this Contract will immediately terminate and the parties will satisfy the obligations set out in this Section

14.4.1. City will cease all access to the Solution.

14.4.2. City will promptly pay CGI all amounts owed under this Contract as of the time of termination, including, but not limited to, SaaS Services Fees and Consulting Services Fees.

14.4.3. Each party will make no further use of any equipment, property, Documentation, and other items (and all copies of them) belonging to the other party, and, except for City Content which is addressed in Section 14.3.4, will return such items.

14.4.4. CGI will disposition City Content as follows:

14.4.4.1. Prior to expiration, or upon receipt of a notice of termination from City, CGI will promptly schedule a meeting with City to document an agreed-on schedule for CGI's delivery of one or more copies of City Content to City, with the goal for all such deliveries to be scheduled to be completed before the effective date of termination or expiration.

14.4.4.2. City Content will be delivered in CGI System format.

14.4.4.3. The first such delivery will be at CGI's expense.

14.4.4.4. City's request for more than one delivery of a copy of City Content, or for delivery of a copy of City Content in other than CGI System format, will be addressed through the Change Order process and will be at City's cost at CGI's then-current applicable rates for such services.

14.4.5. Except as otherwise provided in this Section, within ten (10) Business Days of the effective date of termination or expiration, CGI will destroy all City Content; provided, however, that CGI may retain City Content retained in CGI's automated back-up system or occasionally entered into the Ticketing System as part of the SaaS Services. Such retained City Content will be subject to the confidentiality provisions of this Contract.

14.5. Survival. Any provision of this Contract that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Contract or any Statement of Work in which it is contained, including Section 12 (Warranty), Section 13 (Indemnification), Section 15 (Limitation of Liability and Remedies), and Section 11.0 (Confidential Information). The termination of any Statement of Work will not affect the parties' respective rights, duties, and obligations under any other Statement of Work then in effect.

15.0 LIMITATION OF LIABILITY AND REMEDIES

15.1. Liability Limits

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN SECTION 13; RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, AND/OR FRAUD; CITY'S MISAPPROPRIATION OF CGI'S INTELLECTUAL PROPERTY OR BREACH OF ITS OBLIGATIONS UNDER SECTIONS 8, 10 or 11; AND/OR CITY'S PAYMENT OBLIGATIONS:

15.1.1. IN NO EVENT SHALL EITHER PARTY'S (OR CONTRACTOR'S AFFILIATES OR THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED:

15.1.1.1. WITH REGARD TO CLAIMS ARISING IN YEARS 1, 2 AND 6: FOR ALL CLAIMS ARISING DURING YEARS 1, 2, OR 6, EXCEPT AS OTHERWISE REQUIRED BY CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, THE AGGREGATE LIABILITY OF THE CONTRACTOR FOR CLAIMS IN ANY WAY ARISING OUT OF OR RELATING TO THE SERVICES PERFORMED UNDER THIS CONTRACT SHALL BE LIMITED TO AND NOT EXCEED THREE TIMES THE TOTAL FEES PAID FOR SERVICES DURING THE 12-MONTH SERVICES PERIOD IN WHICH THE CLAIM AROSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, LOST PROFITS AND OPPORTUNITY COSTS). THIS SECTION SHALL NOT LIMIT: LIABILITY OTHERWISE COVERED BY CONTRACTOR'S COMMERCIAL INSURANCE POLICIES REQUIRED PURSUANT TO THIS CONTRACT.

15.1.1.2. WITH REGARD TO CLAIMS ARISING DURING ANY OTHER YEARS: FOR ALL CLAIMS ARISING DURING ALL OTHER YEARS OTHER THAN YEARS 1, 2, AND 6, THE AGGREGATE LIABILITY OF THE CONTRACTOR FOR CLAIMS IN ANY WAY ARISING OUT OF OR RELATING TO THE SERVICES PERFORMED UNDER THIS CONTRACT SHALL BE LIMITED TO AND NOT EXCEED THREE TIMES THE TOTAL FEES PAID FOR SERVICES DURING THE 12-MONTH SERVICES PERIOD IN WHICH THE CLAIM AROSE. CONTRACT. THIS SECTION SHALL NOT LIMIT: (A) LIABILITY FOR BREACH OF ANY CONFIDENTIALITY OBLIGATION; (B) LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (C) LIABILITY OTHERWISE COVERED BY CONTRACTOR'S COMMERCIAL INSURANCE POLICIES REQUIRED PURSUANT TO THIS CONTRACT.

15.1.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER LIABILITY ARISES IN CONTRACT, TORT OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY LOSS

OF REVENUE OR PROFITS, OR ANY FAILURE TO REALIZE EXPECTED SAVINGS, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES CLAIMED BY A THIRD PARTY; OR ANY DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE THIRD PARTY TECHNOLOGY, CGI THIRD PARTY TECHNOLOGY, CLIENT THIRD PARTY TECHNOLOGY, OR A THIRD PARTY HOSTING SUPPLIER.

15.2. Data Breach Remediation And Special Limitation Of Liability

15.2.1. REMEDIATION FOR CERTAIN DATA BREACHES. IN THE EVENT THAT ANY UNAUTHORIZED ACCESS TO OR ACQUISITION PII OR PERSONAL DATA IS CAUSED BY CONTRACTOR'S BREACH OF ITS SECURITY AND/OR PRIVACY OBLIGATIONS UNDER THIS CONTRACT, CONTRACTOR SHALL PAY THE REASONABLE AND DOCUMENTED COSTS INCURRED BY CITY IN CONNECTION WITH THE FOLLOWING ITEMS SUBJECT TO THE LIMITATION OF LIABILITY IN THIS SECTION: (I) COSTS OF ANY REQUIRED FORENSIC INVESTIGATION TO DETERMINE THE CAUSE OF THE BREACH, (II) PROVIDING NOTIFICATION OF THE SECURITY BREACH TO APPLICABLE GOVERNMENT AND RELEVANT INDUSTRY SELF-REGULATORY AGENCIES, TO THE MEDIA (IF REQUIRED BY APPLICABLE LAW) AND TO INDIVIDUALS WHOSE PII OR PERSONAL DATA MAY HAVE BEEN ACCESSED OR ACQUIRED, (III) PROVIDING CREDIT MONITORING SERVICE TO INDIVIDUALS WHOSE PII OR PERSONAL DATA MAY HAVE BEEN ACCESSED OR ACQUIRED FOR A PERIOD OF ONE YEAR AFTER THE DATE ON WHICH SUCH INDIVIDUALS WERE NOTIFIED OF THE UNAUTHORIZED ACCESS OR ACQUISITION FOR SUCH INDIVIDUALS WHO ELECTED CREDIT MONITORING SERVICE, AND (IV) OPERATING A CALL CENTER TO RESPOND TO QUESTIONS FROM INDIVIDUALS WHOSE PHI OR PERSONAL DATA MAY HAVE BEEN ACCESSED OR ACQUIRED FOR A PERIOD OF ONE YEAR AFTER THE DATE ON WHICH SUCH INDIVIDUALS WERE NOTIFIED OF THE UNAUTHORIZED ACCESS OR ACQUISITION. ALL REMEDIATION COSTS INCURRED BY CONTRACTOR OR REIMBURSED TO CITY SHALL COUNT AGAINST CONTRACTOR'S LIMITATION OF LIABILITY IN SECTION 15.2 UNLESS THE EXCLUSIONS IN SECTION 15.2.2 APPLY.

15.2.2. SPECIAL LIMITATION OF LIABILITY FOR CERTAIN DATA BREACHES. IN THE EVENT THAT ANY UNAUTHORIZED ACCESS TO OR ACQUISITION OF PII OR PERSONAL DATA IS CAUSED BY CONTRACTOR'S BREACH OF ITS SECURITY AND/OR PRIVACY

OBLIGATIONS UNDER THIS CONTRACT, TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN SECTION 13; OR RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED SUCH UNAUTHORIZED ACCESS OR ACQUISITION, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED:

15.2.2.1. WITH RESPECT TO CLAIMS ARISING FROM SECURITY INCIDENTS RESULTING FROM CONTRACTOR'S BREACH OF ITS OBLIGATIONS UNDER THE CONTRACT, CONTRACTOR'S LIABILITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN SUBSECTION 15.1.1. CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES OR COSTS ARISING OUT OF A SECURITY INCIDENT RESULTING FROM ANYTHING OTHER THAN CONTRACTOR'S BREACH OF ITS OBLIGATIONS UNDER THE CONTRACT.

16.0 DISPUTE AND DISPUTE RESOLUTION

16.1. Informal Dispute Resolution

Prior to the initiation of any legal proceeding other than those described in subsection below, the parties shall first attempt to resolve their dispute informally, as follows:

- A.** Within five (5) business days following the written request of a party, designated individual(s) from Contractor and City shall meet to resolve such dispute. Such meeting may be telephonic or use a web meeting facility.
- B.** The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position.
- C.** If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) business days after the dispute is

escalated to them, then either Party may escalate the dispute to the President of Contractor and the General Manager of the Information Technology Agency of the City for their review and resolution.

- D. The provisions of this Section shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings to (i) seek injunctive relief; (ii) avoid the expiration of any applicable legal or contractual limitations period; or (iii) to preserve a superior position with respect to other creditors.
- E. Each of the parties agrees to continue performing its obligations under this Contract and all related contracts and/or agreements while any dispute is being resolved except to the extent that the issue in dispute precludes performance (a dispute over payment shall not be deemed to preclude performance). Failure to pay undisputed invoices is not a dispute and Contractor is entitled to exercise its contractual remedies in the event of such failure.

17.0 CONTRACT AUDITS

Contractor agrees that the City or its delegates will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the City or its delegate, at no cost, with any relevant information requested and shall permit the City or its delegate access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

17.1. City Audit Rights

17.1.1. Records

City and CGI each agree to keep clear and accurate records relating to their activities under the Contract for the period specified in the Order for records retention.

17.1.2. City Audit

City shall, subject to the provisions of this Section 17.1, have the right to audit CGI to verify (i) amounts invoiced to City for the Services and (ii) CGI's reports on Service Levels.

17.1.3. Cure of Deficiency by CGI

If an audit contemplated by this Section identifies a deficiency that causes or may cause a material breach of CGI's obligations under this Contract, CGI shall (i) cure such deficiency within a commercially reasonable period given the nature of the deficiency, and (ii) confirm such cure to City.

17.1.4. Audits Concerning CGI's Internal Controls

Annually, at its cost and expense, CGI shall cause its external auditors to (i) perform a Type II CSAE 3416 audit or a Type II SSAE 18 audit (or equivalent audit), as applicable, regarding internal controls that CGI applies, on a common basis, to the provision of services to its outsourcing Cities (the "Internal Controls Audit"), and (ii) produce an audit report in connection therewith (the "Internal Controls Audit Report"). Each year, CGI will provide to City a copy of the most current Internal Controls Audit Report. If City reasonably requests an audit and/or reporting that is not covered by the Internal Controls Audit, such additional audit and reporting shall be at City's cost and expense and shall be addressed through a Change Order.

17.1.5. Conditions of City Audits

Any request by City in the course of an investigation, assessment, evaluation, examination, review, questionnaire, inspection etc. (including a request pursuant to Section 1.2 of this Appendix F) is to be considered an "audit" if it requires CGI to provide, present, demonstrate, obtain or show any evidence or artifact related to CGI, its Subcontractors, or the Services, and is therefore subject to the following terms and conditions of this Section 1.4: (i) the Auditor may not be paid on a contingency or other basis related to the outcome of the audit; (ii) any such audit shall not include access to any systems, data or information relating to other customers of CGI or shared systems of CGI; (iii) CGI shall provide Auditors with reasonable access to relevant CGI personnel, books and records necessary to conduct the foregoing audit; (iv) City shall ensure that an audit does not interfere with CGI's ability to provide the Services or otherwise interfere with the operations of CGI's business; (v) any such audit shall be conducted during regular business hours and City shall provide reasonable advance written notice, no less than thirty (30) calendar days of such audit to CGI unless a shorter notice period is required by law or regulation; (vi) CGI shall not be required to disclose its cost or margin in connection with the provision of Services hereunder nor shall CGI be required to disclose how fixed fees, if applicable, were derived; (vii) there shall be no audit in respect of time and materials charges more than six (6) months after the end of each calendar year during the term; and (viii) such audits shall be conducted at City's expense and may be conducted periodically during

the term of this Contract, but not more than once per contract year, except for more frequent audits reasonably necessary to confirm that deficiencies identified in the preceding audit have been effectively addressed. Any such additional audits shall be subject to terms and conditions to be agreed upon by the parties.

17.1.6. Confidentiality of Audits

17.1.6.1. The Auditor shall execute a confidentiality agreement with the party requesting the audit in a form reasonably acceptable to the parties to this Contract that at a minimum prohibits the Auditor from otherwise divulging to third parties or using information obtained in connection with the audit.

17.1.6.2. Where applicable for the purpose of this Section, City's external Auditor must provide CGI with City's written authorization to act as its external auditor and shall then be deemed to be City's representative.

17.1.6.3. All audit reports contemplated by this Section and their content shall be deemed Confidential Information and shall be subject to the confidentiality provisions contained in this Contract to the extent permitted by law, such as the California Public Records Act.

17.1.6.4. Access to the Solution Hosting Facility, and any Third Party Hosting Supplier facility, requires advance notice, must be in accordance with the terms of this Contract and in compliance with CGI's then-current security and confidentiality policies and procedures, which includes being accompanied by CGI at all times. City and/or its Auditor will not have access to any shared facilities, rooms, documentation and/or data unless expressly permitted in writing by CGI. CGI may limit the City's and/or the Auditor's access to documentation to either view- or read-only access in accordance with CGI's internal security and confidentiality policies.

17.1.7. Exclusions

The City's audit rights set forth in the Contract shall not extend to Third Party Hosting Supplier's facilities, books, and records. In lieu of such audit rights, City may review whatever documentation the Third Party Hosting Supplier makes available to its customers and provides to CGI.

17.2. CGI's Audit Rights. CGI shall, no more than once every twelve (12) months, have the right to audit City to verify that City's use of the SaaS Services complies with this Contract. City agrees to cooperate with CGI's audit and provide reasonable assistance and access to relevant information. No such audit

shall unreasonably interfere with City's normal business operations. Any such audit shall be conducted during regular business hours and CGI shall provide reasonable advance written notice of no less than thirty (30) calendar days to City prior to such audit. CGI may repeat the audit during the same twelve (12) month period if non-compliance is found. If an audit contemplated by this Section identifies a deficiency that causes or may cause a material breach of City's obligations under this Contract, City shall: (i) cure such deficiency within a commercially reasonable time period given the nature of the deficiency, not to exceed fifteen (15) calendar days; and (ii) confirm such cure to CGI in writing. In the event the deficiency is not cured within such period, City shall be liable for fees applicable to City's use in excess of the rights granted under this Contract.

18.0 PARTIES TO THE CONTRACT AND REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

18.1. Parties to the Contract

The parties to this Contract are:

1. City: The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. Contractor: CGI Technologies and Solutions Inc., a Delaware Corporation, having its principal office at 350 S. Grand Avenue, Los Angeles, California 90017.

18.2. Contractor's Representative

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: Mathew Shaw
Title: Vice President Consulting
Address: 350 S. Grand Avenue, Suite 3570
Los Angeles, CA 90017
Telephone: (907) 209-7705
Email: matthew.shaw@cgi.com

18.3. City's Representative

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract.

Name: Maria Ramos
Title: Acting Assistant General Manager
Address: 200 North Main Street, 14th Floor
Los Angeles, CA 90012
Telephone: (213) 935-5639
Email: maria.ramos@lacity.org

18.4. City's Project Manager

The City hereby appoints the following person to act as the project manager.

Name: Nima Asgari
Title: Information Systems Manager I
Address: 200 North Main Street, 10th Floor
Los Angeles, CA 90012
Telephone: (213) 268-4064
Email: nima.asgari@lacity.org

18.5. Communications

Formal notices, demands and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager. Formal notices, demands and communications from City to Contractor shall be addressed to the attention of Contractor's Representative with a copy its Office of General Counsel at 11325 Random Hills Road, 8th Floor, Fairfax, VA 22030 with a copy sent to us-ogc.crp@cqi.com.

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall

be given, in accordance with this Section, within ten (10) working days of said change.

Each party will act in good faith in the performance of its respective responsibilities under this Contract and will not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Contract. Both parties expressly agree to work together to manage the scope of Services under this Contract, including any Statement(s) of Work, within the agreed-upon budget and schedule for such Services.

18.6. Non-Solicitation of Personnel. During the term of this Contract and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ by itself (or any of its Affiliates) any personnel of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under this Contract, unless the hiring party obtains the prior written consent of the other party. The actual damages attributable to a breach of the provisions of this section would be difficult to determine and prove. Accordingly, the parties agree that if either party breaches this section, the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to the solicited personnel's annual salary, including bonuses and incentive compensation, prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties. The foregoing provision will not: (i) prohibit a publicly advertised general solicitation of employment in the ordinary course of business, or prevent a party from employing any personnel who contacts such party as a result of such a general solicitation (unless the advertised solicitation is undertaken as a means to circumvent or conceal a violation of this section); or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law, including California law.

19.0 NAME CHANGE

In the event that Contractor undergoes either an ownership change and the new Owner is able to comply with all Contract terms and conditions, or a name change, the General Manager of ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name.

20.0 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

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

21.0 CONTRACTOR PERFORMANCE EVALUATION

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.

22.0 CONTRACT MODIFICATIONS, CHANGES, OR AMENDMENTS

This Contract plus specific documents cited herein constitutes the entire Contract between the City and Contractor and may be amended by further written agreement.

23.0 CITY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement is subject to termination by the City as of the last day of the last fiscal year for which funds were appropriated. The City will make a good faith effort to notify the Contractor in writing of any such non-appropriation of funds at the earliest possible date.

24.0 INSURANCE COMPLIANCE

Contractor will fulfill its insurance obligation by using the City's designated insurance portal, KwikComply at <https://kwikcomply.org>, to upload its certificate of insurance. Contractor is responsible for keeping its certificate current, and the date of expiration of the certificate on file shall never be less than 30 days in the future. City shall not pay invoices on contracts that are not in compliance with this Section and shall not be responsible for any late charges or fees that may accrue in consequence.

25.0 ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into PDF format (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

26.0 RATIFICATION CLAUSE

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

27.0 MODIFICATIONS TO THE CITY'S STANDARD PROVISIONS

The following Provisions replace in their entirety the same-named sections in Appendix A - City's Standard Provisions for City Personal Services Contracts (Rev. 1/25)[v.2], which are attached and incorporated herein. All references in this Contract or any appendix or exhibit, other than Appendix A, are to the PSC terms as modified in this Contract.

PSC-1 is replaced with the following:

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**" means the party executing this Contract identified in this Contract as "Contractor". 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 is replaced with the following:

PSC-2. Applicable Law, Interpretation and Enforcement

CGI's performance shall comply with all laws of the United States of America and the State of California, applicable to **CONTRACTOR** as an IT

services provider, 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, provided that in the event that such new, amended, or revised laws, regulations, or procedures impact staffing, schedule or cost to perform, **CONTRACTOR** will be entitled to an equitable cost adjustment.

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-6 is replaced with the following:

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.

If the **CITY** (or any of its third party providers) causes or contributes to any delay in **CONTRACTOR'S** performance of the Services or delivery of Deliverables ("Client Delay"), whether by failure to provide timely approvals, information, access, or other actions or omissions required under this Contract, **CONTRACTOR** shall be entitled to an equitable adjustment to both the project schedule and the compensation.

PSC-8 is replaced with the following:

PSC-8. [Reserved]

PSC-9 is replaced with the following:

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** sixty 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** for payment under this Contract. All finished 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 and payment to **CONTRACTOR** pursuant to this Section PSC-9. **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** is in material breach under the Contract, , **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate the time period to cure the default, but in no event less than 30 days. Additionally, **CITY'S** default notice will offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default if the default cannot be cured within 30 days, which shall be submitted to **CITY** within 30 days. If **CONTRACTOR** fails to cure consistent with the plan or within the cure period in the notice, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
4. Acts of Moral Turpitude
 - a. To the extent permitted by law, **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** becomes aware that **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. [Reserved]
 - c. If **CONTRACTOR** or a Key Person is indicted or 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 terminate this Contract after providing

CONTRACTOR an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract, including removal of such Key Person and a suitable replacement where applicable, and after **CITY** conducts a fair and reasonable review and determination as to **CONTRACTOR'S** ability to perform.

- d. Acts of Moral Turpitude mean: 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.

6. [Reserved]

7. [Reserved]

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 by **CONTRACTOR** under the terms of this Contract within five working days of the termination.

PSC-11 is replaced with the following:

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 Key Personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract upon reasonable request 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-16 is replaced with the following:

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, necessary to validate that invoices comply with 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 such 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-18 is replaced with the following:

PSC-18. [Reserved]

PSC-19 is replaced with the following:

PSC-19. [Reserved]

PSC-20 is replaced with the following:

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 United States intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information, provided that the remedies for breach of such warranty are set forth in Section 13 of the Contract.

PSC-21 is replaced with the following:

PSC-21. Ownership and License

Ownership terms pertaining to **CONTRACTOR'S** Solution and IP rights are as set forth in Section 10 of the Contract.

Unless otherwise provided for herein, all finished works, tangible or not, created under this Contract and identified as a "Work Product" in the Statement of Work, including, without limitation, as applicable, 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 upon payment for associated Services.

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.

Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations. Seeking injunctive relief or specific performance does not preclude a party from seeking or obtaining any other relief to which the party 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 is replaced with the following:

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the 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**. The parties shall cooperate fully with each other, their agents and law enforcement in the investigation.

- B. If **CITY** is subject to liability for any Data Breach or Security Incident arising from **CONTRACTOR'S** failure to meet its security obligations under this Contract, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions, subject to the limitation of liability in Section 15 of the Contract.

PSC-23 is replaced with the following:

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 and set forth in 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 an ACORD form.

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 is replaced with the following:

PSC-24. [Reserved]

PSC-25 is replaced with the following:

PSC-25. Warranty and Responsibility of Contractor

Warranty provisions are set forth in Section 12 of the Contract.

PSC-39 is replaced with the following:

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, provided that in the event of any change to or reduction in appropriated amounts, **CITY** will promptly notify **CONTRACTOR**. **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-43 is replaced with the following:

PSC-43. Confidentiality

Confidentiality of 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 is addressed in Section 11 of the Contract.

28.0 APPENDICES

The following appendices are incorporated into and made a part of this.

Appendix A: Standard Provisions for City Personal Services Contracts (Rev. 1/25)[v.2]

Appendix B: Third Party Technology Terms [Optional]

Appendix C: Consulting Services

Appendix D: SaaS Services

Appendix E: Security Program

Appendix F: Data Processing Addendum

In the event of an inconsistency between any of the provisions of this Contract and/or any appendix attached hereto, the inconsistency shall be resolved by giving precedence in the following order:

1. The provisions of this Contract
2. Appendix A
3. Appendix C & D (Collectively the Scope of Work)
4. Appendix E
5. Appendix F
6. Appendix B

DRAFT

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:

Hydee Feldstein Soto
City Attorney

By: _____

Joshua M. Templet
Deputy City Attorney

Date: _____

ATTEST:

Patrice Y. Lattimore
City Clerk

By: _____

Date: _____

CITY OF LOS ANGELES:

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

By: _____

Eduardo Magos
Assistant General Manager
Information Technology Agency

Date: _____

CONTRACTOR:

«COMPANY_NAME»

By: _____

<<NAME, TITLE>>

EXHIBIT 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 time 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 Assignment Orders

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.

Required Insurance and Minimum Limits

Name: CGI Technologies & Solutions, Inc.Date: 02/18/2026

Agreement/Reference: Consolidation & Modernization of the City's Financial Management System (FMS) contract model
 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 - Workers' Compensation (WC) and Employer's Liability (EL)		
		WC	<u>Statutory</u>
		EL	<u>\$1,000,000</u>
☒	Waiver of Subrogation in favor of City	☐	Longshore & Harbor Workers
		☐	Jones Act

☒	General Liability <u>City of Los Angeles must be named as an additional insured party</u>		<u>\$1,000,000</u>
☒	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)		<u>\$35,000,000</u>
	Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>		

____	Property Insurance (to cover replacement cost of building - as determined by insurance company)		
☐	All Risk Coverage	☐	Boiler and Machinery
☐	Flood _____	☐	Builder's Risk
☐	Earthquake _____	☐	_____

____	Pollution Liability		
☐	_____		

____ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

____ **Crime Insurance** _____

Other: Sent to Ryan Ellefson @ ITA

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.

(Cyber Liability insurance \$25 Million minimum policy limits)

Appendix B:

Third Party Technology Terms [OPTIONAL]

APPENDIX B
Third Party Technology Terms
[OPTIONAL]

RESERVED

Appendix C:

Consulting Services

APPENDIX C

Consulting Services

(Statement of Work)

This Appendix C specifies the Consulting Services CGI will provide to enable the City's instance of the Solution, configure the platform to support the City's business operations, and provide continuous platform improvement via local support services, or other Consulting Services.

1. OVERVIEW

1.1. High-level Scope

- 1.1.1. Platform Enablement includes provisioning the CGI System and hosting infrastructure and establishing the SaaS Services. These Consulting Services are detailed in Exhibit C-1.
- 1.1.2. Platform Configuration includes configuring the CGI Applications and the CGI System to support the City's business operations. These Consulting Services are detailed in Exhibit C-2.
- 1.1.3. Consulting Services beyond those described under Sections 1.1.1 and 1.1.2 above which may include:

- 1.1.3.1. Additional Consulting Services requested by the City and performed pursuant to a Statement of Work.

1.2. Timeline

The high-level timeline for the Consulting Services to be provided under this Appendix C is depicted below:

ID	Task Name	Start	Finish	Duration	Q3 26				Q4 26			Q1 27			Q2 27			Q3 27			Q4 27			Q1 28
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
1	Project Planning and Management	7/1/2026	12/30/2027	392d																				
2	Reort Rationalization and Recommendations	7/1/2026	8/31/2026	44d																				
3	Non-Production Environment Build	7/1/2026	8/14/2026	33d																				
4	Report Development Group 1	7/15/2026	10/30/2026	78d																				
5	Report Development Group 2	11/2/2026	2/17/2027	78d																				
6	Report Development Group 3	2/18/2027	6/7/2027	78d																				
7	Production Environment Build	2/17/2027	4/19/2027	44d																				
8	FMS Functional Configuration	4/20/2027	6/8/2027	36d																				
9	End User Training	6/9/2027	8/2/2027	39d																				
10	InfoAdvantage Decomission	8/3/2027	12/31/2027	109d																				
11	Project Complete	12/31/2027	12/31/2027	0d	★																			

1.3. Production Deployment

The Advantage Insight solution will be made available to end users a single event but the environment will be made available to the City for report development purposes three months prior.

APPENDIX C
Consulting Services
(Statement of Work)

2. ROLES AND RESPONSIBILITIES

The Exhibits in this Appendix C include Responsible, Accountable, Support, Consulted, and Informed (“RASCI”) matrices to summarize CGI’s and the City’s respective roles and responsibilities for the activities and tasks described therein. CGI’s and the City’s respective roles are delineated using the definitions below:

- **R**esponsible – party responsible for accomplishing the task(s)
- **A**ccountable – party answerable for the correct and thorough completion of the task(s)
- **S**upport – party providing as-needed assistance in completing task(s)
- **C**onsulted – party consulting with the Responsible party in two-way communication
- **I**nformed – party kept apprised by Responsible party regarding task(s) being planned and/or performed in one-way communication

3. DELIVERABLES

CGI will create the Deliverables as described in Exhibit C-1 and Exhibit C-2 using Microsoft Word®, Excel®, PowerPoint®, Project®, or Visio® as applicable. The parties mutually agree to utilize the Acceptance Process defined in Section 3.2.1 below for the Deliverables. CGI will prepare Deliverable Expectation Documents (or “DEDs”) and the City will review and approve the DEDs once submitted. CGI will prepare the Deliverables to align with the applicable DEDs and the City will review and approve the Deliverables once submitted. For the sake of clarity and avoidance of doubt, all Deliverables identified under this Appendix C are subject to the Acceptance Process.

3.1. Deliverable Expectation Documents (DED)

CGI shall submit DEDs to the City for Acceptance prior to providing the subject Deliverable for Acceptance. DEDs shall adhere to a format to be agreed upon by the parties. Acceptance of DEDs shall be governed by the Acceptance Process detailed in Section 3.2 (Acceptance of Deliverables) below. The authorized representative for DED approval for the City is its Project Manager (or their designee) and for CGI is its Project Manager (or their designee).

In the event the parties cannot agree upon the content of any DED, the parties will escalate the issue through the process set forth in Section 12.3 (Informal Dispute Resolution) of the Agreement.

3.1.1. RASCI – Deliverable Expectation Documents

APPENDIX C
Consulting Services
(Statement of Work)

The table below sets forth the roles and responsibilities for the Deliverable Expectation Documents (DED):

RASCI – Deliverable Expectation Documents

RASCI — Deliverable Expectation Documents	CGI	City
Develop and submit draft Deliverable Expectation Documents, containing at a minimum: purpose, approach/key activities, table of contents, proposed format, proposed media(s), and Acceptance Criteria	Responsible	Consulted
Review submitted draft Deliverable Expectation Document(s), providing timely and holistic feedback	Consulted	Responsible
Update Deliverable Expectation Document(s), capturing all City feedback and working with the City to resolve any open issues	Responsible	Consulted
Review final Deliverable Expectation Document(s) and approve in a timely manner, to be agreed upon in the Project Schedule	Informed	Responsible

3.2. Acceptance of Deliverables

The parties shall perform Acceptance Tests in accordance with this Appendix C and the relevant Exhibit to this Appendix C (i.e., Exhibits C-1, C-2, or C-3) or Statement(s) of Work. Unless set out to the contrary in the Deliverable Expectation Document, the procedures in this section shall apply.

3.3. Acceptance Process

Each Exhibit to this Appendix C or applicable Statement of Work shall set out the process for any Acceptance Tests to be performed by the parties and shall include provisions dealing with: (i) the roles and responsibilities of each party for such Acceptance Test; (ii) the expected and possible test scenarios; and (iii) the time period for Acceptance ("**Acceptance Period**"). Each Statement of Work shall specify any Deliverables subject to Acceptance by the City, as well as the applicable acceptance criteria for such Deliverables ("**Acceptance Criteria**"). Upon receipt of a Deliverable, the City will review the Deliverable against the applicable Acceptance Criteria within the Acceptance Period. If the Deliverable conforms with the Acceptance Criteria, the City will promptly (but at least within the Acceptance Period) notify CGI of its Acceptance ("**Acceptance Notice**"). If the Deliverables fail to pass the Acceptance

APPENDIX C
Consulting Services
(Statement of Work)

Tests, the City shall provide a written notice to this effect within the Acceptance Period, describing any Nonconformity(ies) in detail (“**Nonconformity Notice**”). CGI shall remedy the Nonconformity(ies) and the City shall repeat the relevant Acceptance Test(s) within a reasonable time mutually agreed between the parties until the Deliverable passes the Acceptance Test(s), provided that if a Deliverable fails to pass any repeated Acceptance Test on more than three (3) occasions, then the City may, by written notice to CGI, choose at its sole discretion:

- 3.3.1. to set a new date for carrying out further Acceptance Tests on the Deliverable on the same terms and conditions. If the Deliverable fails such further tests, then the City may request a repeat test under this section or to proceed under subsections (if applicable) below;
- 3.3.2. to Accept the Deliverable subject to (i) a change to the applicable Acceptance Criteria, (ii) a reasonable workaround, (iii) amendment of the applicable Exhibit to this Appendix C (i.e. C-1 or C-2) or Statement of Work and (iv) reduction in the Consulting Services Fees as mutually agreed upon; or
- 3.3.3. only where Subsection 3.3.2 or a further repeat test under Subsection 3.3.1 are not reasonably practicable, terminate the relevant Statement of Work.
- 3.3.4. Acceptance shall be deemed to have occurred upon the earlier of:
(a) the City issuing an Acceptance Notice; (b) expiration of the Acceptance Period without the delivery of any Nonconformity Notice; or (c) when the City has put the Deliverable into operational production use (other than during the Acceptance Tests).

EXHIBIT C-1

Platform Enablement

This Exhibit C-1 specifies the Consulting Services for Platform Enablement that CGI will provide to provision the City's instance of the CGI Application(s) in the Solution Hosting Facility and establish the SaaS Services. It details CGI's responsibilities, as well as the responsibilities of the City; the responsibilities are organized according to the ten (10) categories of SaaS Services described herein. The Platform Enablement Consulting Services, activities, and Deliverables will be managed as part of the Project Schedule. These Services are detailed in Appendix D – SaaS Services.

In year one (1) of this agreement CGI will start the transition from infoAdvantage to Advantage Insight as the City's business intelligence platform.

In year six (6) of this agreement CGI will migrate the City's instance of CGI Advantage from CGI's private cloud hosting facilities to a public / commercial hosting cloud at no additional cost to the City. Additionally, the City's data will be migrated from the current Oracle Relational Database to PostgreSQL.

1. Overview

1.1. Scope of Services

The scope of services included in Platform Enablement includes:

- 1.1.1.** Provisioning solution hosting and disaster recovery infrastructure;
- 1.1.2.** Defining and documenting the SaaS Services operating model;
- 1.1.3.** Establishing key relationships within City and CGI;
- 1.1.4.** Establishing technical and operational management;
- 1.1.5.** Provisioning physical/virtual environment and storage components; and
- 1.1.6.** Executing production cutover

1.2. Deliverables

The table below provides a comprehensive list of the Deliverables CGI will deliver as part of this Exhibit C-1 –Platform Enablement . These Deliverables will be created in accordance with the Project Schedule outlined below and are subject to the review and Acceptance process outlined in Appendix C, Section 3 –Deliverables:

EXHIBIT C-1

Platform Enablement Platform Enablement Deliverables

EXHIBIT C-1

Platform Enablement

Fixed Price Deliverables	Description	Applicable Project
Technical Architecture & Environment Overview	The Technical Architecture and Environment Overview describes the proposed technical architecture and includes blueprints for the Solution based on requirements identified during the Platform Enablement Phase, and a logical diagram of the relevant elements of the production and non-production CGI Applications, CGI Third Party Technology, and Third Party Technology, if included. This logical diagram provides a high-level, architecture topology including physical and virtual components and relevant network traffic details (exclusive of CGI IP addresses and sensitive information) for both production and non-production environments. The Deliverable is a Microsoft Visio diagram.	Advantage Insight Transition Commercial Cloud Transition
Non-Prod Environment MA1 – Delivered	The environment is ready and available for testing, including UAT. Including link to Advantage Insight Non-Production Instance.	Advantage Insight Transition Commercial Cloud Transition
Non-Prod Environment SH1 - Delivered	The environment is ready and available for testing, including UAT.	Commercial Cloud Transition

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

This Exhibit C-2 specifies the Consulting Services CGI will provide to configure the CGI Applications to support the City's transition from InfoAdvantage to Advantage Insight. These Services begin at Inception and conclude at Go-Live.

1. Overview

1.1. Scope of Services

Platform Configuration includes the following high-level scope:

- 1.1.1. Project Management and Planning;
- 1.1.2. Provisioning Advantage Insight non-production and production environments;
- 1.1.3. Report Rationalization and Recommendations;
- 1.1.4. InfoAdvantage Report Migration to Advantage insight;
- 1.1.5. Legacy Data and Centralized Repository
- 1.1.6. Change Management and Training
- 1.1.7. Decommissioning InfoAdvantage

1.2. Deliverables

The table below provides a comprehensive list of the Deliverables CGI will deliver under this Exhibit C-2 –Platform Configuration. These Deliverables will be created in accordance with the Project Schedule and are subject to the review and approval process outlined in Appendix C, Section 3 – Deliverables.

Platform Configuration Deliverables

Deliverables	Description
Technical Architecture & Environment Overview	The Technical Architecture and Environment Overview incorporates updates to the existing technical architecture based on the City's transition from InfoAdvantage to Advantage Insight.
Non-Prod Environment Delivered	The environment is ready and available for configuration and testing activities by the City.
Production Environment Delivered	The environment is available for performance testing and production operations.

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

Deliverables	Description
Advantage Insight Migration Approach	This document describes the migration and disposition plan for City's InfoAdvantage reports The document will describe the migration approach for the City's legacy data stores that are currently hosted in the InfoAdvantage database: Supply Management System (SMS); Financial Management Information System (FMIS), Centralized Cost Account System (CCAS), and Accounts Receivable System (ARS) This document will describe the migration approach for the City's centralized repository. This document describes the migration approach for the GSD Invoice Processing reporting structure.
General Services Department's Operational Dashboard.	CGI will develop four (4) PowerBI Analytics of the City's choosing and embed them
Legacy Data Migration and Central Repository	Migration of Legacy Data Stores (SMS, FMIS, CCAS, ARS) to long term storage. Implementation of Central Repository strategy. Support Merlin transition.
InfoAdvantage Converted Reports Group 1	Convert fifty (50) of the City's InfoAdvantage reports to Advantage Insight (Power BI) format. Includes development, migration, integration testing, and issue resolution. During the initial phase of the Insight transition project, CGI is assessing the complexity of 1000 reports identified by the City. The City will select the

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

Deliverables	Description
	additional fifty from those based on the complexity assigned during that process. Low: 20 Medium: 20 High: 10
InfoAdvantage Converted Reports Group 2	Convert one hundred (100) of the City's InfoAdvantage Reports to Advantage Insight (Power BI) format. Includes development, migration, integration testing, and issue resolution.
InfoAdvantage Convert Reports Group 3	Convert one hundred (100) of the City's InfoAdvantage Reports to Advantage Insight (Power BI) format. Includes development, migration, integration testing, and issue resolution.
InfoAdvantage Converted Reports Group 4	Convert one hundred (100) of the City's InfoAdvantage Reports to Advantage Insight (Power BI) format. Includes development, migration, integration testing, and issue resolution.
Change Management Support	CGI will assist the City to develop and execute a change management and communications plan.
End User Training	CGI will provide the City with train the trainer services and develop a single Advantage Insight training guide.
InfoAdvantage Decommissioning Complete	InfoAdvantage will remain available for six months post implementation of Advantage Insight.
Hypercare Support	CGI will provide additional fixed support for two months post transition.

City Schedule

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

The high-level schedule for the Advantage Insight transition is depicted in the chart above.

ID	Task Name	Start	Finish	Duration	Q3 26		Q3 26			Q4 26			Q1 27			Q2 27			Q3 27			Q4 27			Q1 28
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
1	Project Planning and Management	7/1/2026	12/30/2027	392d																					
2	Report Rationalization and Recommendations	7/1/2026	8/31/2026	44d																					
3	Non-Production Environment Build	7/1/2026	8/14/2026	33d																					
4	Report Development Group 1	7/15/2026	10/30/2026	78d																					
5	Report Development Group 2	11/2/2026	2/17/2027	78d																					
6	Report Development Group 3	2/18/2027	6/7/2027	78d																					
7	Production Environment Build	2/17/2027	4/19/2027	44d																					
8	FMS Functional Configuration	4/20/2027	6/8/2027	36d																					
9	End User Training	6/9/2027	8/2/2027	39d																					
10	InfoAdvantage Decomission	8/3/2027	12/31/2027	109d																					
11	Project Complete	12/31/2027	12/31/2027	0d																					

1.3. Methodology

CGI will use its hybrid-agile methodology, CGI AdaptiveSI™, for the Platform Configuration. CGI AdaptiveSI is comprised of four (4) consecutive phases with one overarching governance phase. These phases are:

- **Governance** – Includes activities for project start-up, environment stand-up, PMO processes and oversight, as well as organizational change management
- **Align Phase** – Focuses on core team product training and design activities such as analysis of business processes and the to-be CGI Advantage Cloud® user experience
- **Build Phase** – Includes activities for the iterative configuration and testing of CGI Advantage Cloud
- **Achieve Phase** – Focuses on cutover activities including final readiness assessments
- **Support Phase** – Provides functional expertise and supports transition to ongoing steady-state production for the City.

2. Governance

2.1. Project Planning, Guidance & Management

2.1.1. Designated Project Managers

The City and CGI will each designate a project manager who will be responsible for managing their respective team's performance (each a "Project Manager"). The City and CGI Project Managers shall be jointly responsible for task planning, resource coordination, status tracking and reporting, issue facilitation and issue escalation and resolution, as well as production Cutover Planning.

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

2.1.2. Project Schedule

Within thirty (30) Business Days of project kick-off, the City Project Manager and CGI Project Manager will update and baseline the Project Schedule in Microsoft Project® or equivalent, as defined in the Project Management Plan Deliverable. The Project Schedule represents the mutual agreement between the City and CGI with respect to the scope of activities, ownership of tasks, and timeline to complete the project's work breakdown structures. The Project Schedule will include CGI and City tasks and will be updated over the course of the Project.

At the end of each month, the CGI Project Manager will update the Project Schedule and report progress, risks, issues, and mitigation in a monthly status report as prescribed by the Project Management Plan Deliverable.

2.1.3. Escalations for Project Schedule variations

Each party agrees to escalate schedule variations that potentially impact any end dates identified in Appendix C-2.1: High-level Implementation Plan at least one Business Day prior to the next monthly Executive Steering Committee meeting.

2.1.4. Project Meetings

CGI will facilitate one (1) formalized meeting per month to a group outside the immediate project team (i.e., the committee of executives defined by the parties to comprise the "Executive Steering Committee"). The City and CGI Project Managers will mutually agree upon the timing, cadence, content, and ownership of immediate project team meetings as well as Executive Steering Committee meetings.

2.1.5. RASCI - Project Planning, Guidance, and Management

The table below outlines the roles and responsibilities for the Project Planning, Guidance, and Management work stream:

RASCI for Project Planning, Guidance, and Management

RASCI — Project Planning, Guidance, and Management	CGI	City	Comments
Provide virtual private network (VPN) access for CGI team members to support remote work	Informed	Responsible	

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

RASCI — Project Planning, Guidance, and Management	CGI	City	Comments
Coordinate logistics for all meetings external to the project team (e.g., Executive Steering Committee)	Consulted	Responsible	
Produce meeting content for all meetings external to the project team	Support	Responsible	City will provide content for the meeting materials.
Product meeting content for all Executive Steering Committee Meetings	Responsible	Support	
Produce monthly status report	Responsible	Support	City will provide status updates for their responsibilities on the Project.
Produce Project Management Plan	Responsible	Support	City will contribute content for the plan.
Create and maintain Project Schedule through status reporting	Responsible	Support	City will provide status updates for the schedule.
Conduct project team meetings	Responsible	Support	City will participate in the meetings.
Manage issue tracking and resolution	Responsible	Support	City will assist in tracking issues, managing issues, and resolving issues assigned to the City.
Manage risk tracking and mitigation processes	Responsible	Support	City will assist in risk tracking and mitigation. The City may be assigned responsibility for discrete risks as appropriate.

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

RASCI — Project Planning, Guidance, and Management	CGI	City	Comments
Manage CGI resources	Responsible	Informed	
Manage City resources	Informed	Responsible	
Manage Change Requests to project scope	Responsible	Consulted	
Approve/deny Change Requests to project scope	Consulted	Responsible	
Review and approve Deliverables according to the Acceptance Criteria defined in the corresponding Deliverable Expectations Documents (DED), process, and review periods for Deliverables	Consulted	Responsible	

2.2. Communication and Organizational Change Management

CGI will assist with the development of the organizational change management (OCM) and related communications plan. With CGI's assistance, The City will be responsible for the execution and management of the OCM and communication plan to help departments transition to the new reporting approach: Advantage Insights and Configurable Inquiries. The Change Management and Communication Plan will include sections with a detailed plans for:

- **Stakeholder Analysis:** Identify and assess the impact on key stakeholders.
- **Training Programs:** Design of a training program to build City capability around using Advantage Insights to execute reports.
- **Communication Strategy:** Create and disseminate clear, consistent messages about the transition.
- **Feedback Mechanisms:** Establish channels for receiving and addressing user feedback.
- **Support Structures:** design help desks or support teams to assist users during the transition.
- **Progress Monitoring:** Regularly review and report on the progress of the transition to ensure alignment with goals.

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

2.2.1. RASCI -- Communication and Organizational Change Management

The table below outlines the roles and responsibilities for communication and organizational change management.

RASCI for Communication and OCM

RASCI — Communication and OCM	CGI	City
Develop Change Management & Communication Plan	Responsible	Support
Execute Change Management & Communication Plan	Support	Responsible

2.3. Project Kick-off

CGI will create the project kick-off meeting materials and facilitate the project kick-off meeting in a virtual setting.

2.3.1. RASCI – Project Kick-off

The table below outlines the RASCI matrix for the project kick-off work stream:

RASCI for Project Kick-off

RASCI — Project Kick-off	CGI	City	Comments
Provide Kick-Off Meeting Material Templates	Responsible	Informed	
Develop Kick-off Meeting Materials	Responsible	Support	City will provide content for Project Kick-Off Materials
Coordinate Kick-off Meeting Logistics	Consulted	Responsible	Virtual meeting (e.g., MS Teams)
Conduct Kick-off Meeting	Responsible	Support	CGI and City will jointly conduct meeting

3. Align Phase

In relation to the Align Phase, CGI will:

- Familiarize project team members to Advantage Insights and Power BI
- Familiarize project team with Configurable Inquiries

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

- Conduct Solution product familiarization for the City project team:
 - Advantage Insights and Power BI
 - Configurable Inquiries
- Conduct product training for the CGI Advantage Insight and Configurable Inquiries
- Develop the InfoAdvantage Transition Plan
- Provision and stand up the non-production Advantage Insight environment to support the implementation activities during the Build and Achieve Phases.
- Conduct discovery sessions to finalize updates to business role configuration that are necessary for the Advantage Insight transition that will form the basis for configuration and testing during the Build phase.
- Convey to the City exit criteria for the Align Phase through CGI notification to the City that the above activities have been completed.

3.1. Project Team Training

Project team training prepares members of the project team to effectively participate in project activities and have a working knowledge of solution. The curriculum includes introductory training in Power BI, Advantage Insights data models, Snowflake, and Configurable Inquiries. These topics provide a common understanding of the user experience and platform features, as well as to prepare project team members to review and test converted reports.

3.1.1. RASCI – Project Team Training

The table below outlines the RASCI matrix for the project team training work stream:

RASCI for Project Team Training

RASCI — Project Team Training	CGI	City	Comments
Set-up CGI prototype environment for Project Team Training	Responsible	Informed	
Provide baseline CGI Application(s) materials to support Project Team Training	Responsible	Informed	
Identify attendees for Project Team Training	Support	Responsible	
Provide virtual training facilities/scheduling logistics	Support	Responsible	

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

RASCI — Project Team Training	CGI	City	Comments
Deliver Familiarization Training	Responsible	Support	Advantage Insight
Deliver Product Training for the City project team members	Responsible	Support	Advantage Insight Overview DAX Studio Designer and Tabular Editor Quick Start Guide Using Insight Documentation Building Reports in Advantage Insight Report Development Using Advantage Insight Part 1 Report Development Using Advantage Insight Part 2 Pagination Reports Configurable Inquiries Advantage Insights semantic model
Attend training classes	Support	Responsible	Advantage Academy

3.2. InfoAdvantage Transition Plan

This activity includes the review, assessment, and disposition of the City's existing roster of InfoAdvantage reports up to one thousand (1000) reports. CGI's review will be completed for the reports identified by the City. For each report CGI will assign the following dispositions:

1. Migrate to Advantage Insights as a paginated report (350)
2. Access data using CGI Advantage on-line inquiries: Accounting Journal and Ledger, Commodity Ledger, etc.

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

3. Replace with Configurable Inquiry
4. Eliminated- duplicate of existing Advantage Insight report Merge unique requirements with existing reporting.

Many of the City's existing reports may be addressed by a single Power BI report through the addition of filters, slicers, and dynamic measures, allowing users to customize views and drill down into specific data points as needed.

Additional output of CGI's analysis effort includes determining a final production schedule of reports to be developed, and timing of the development (development wave, or not needed by Go-Live). In summary, this analysis will determine the BI development scope, priority, and sequencing of the City's InfoAdvantage reports and Business Intelligence needs.

3.2.1. RASCI –InfoAdvantage Transition Plan

The roles and responsibilities for the business intelligence analysis work stream are outlined in the table below:

RASCI for Business Intelligence Analysis

RASCI — Upgrade Review – Business Intelligence	CGI	City	Comments
Provide a list of 1000 existing reports	Informed	Responsible	
Analyze and assign an appropriate disposition to each of the existing BI reports and provide the Reports Analysis Deliverable	Responsible	Consulted	Artifact will include: Disposition of City reports Final list of BI items to be developed, including: Timing of when BI item needed (Go-Live or not Go-Live) Who will develop (CGI or City) Estimated effort for CGI to develop BI item

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

RASCI — Upgrade Review – Business Intelligence	CGI	City	Comments
			Understanding of existing BI reports to be updated by Go-Live
Provide knowledge of each of the existing reports to aid in determining an appropriate disposition	Informed	Responsible	

3.3. Historical Data Structures

The City currently uses InfoAdvantage as long term data storage for decommissioned legacy such as the Financial Management Information System (FMIS), Supply Management System (SMS), Citywide Cost Accounting System (CCAS), and Accounts Receivable System (ARS). As part of the transition to Advantage Insights, the legacy data from these systems will be migrated and stored as un-structured data in the Advantage Insight data lake. As these systems have been decommissioned there will be no updates to the data past the initial migration. It will be the City's responsibility to develop any semantic models and write any reports needed to access the data going forward.

3.3.1. RASCI – Historical Data Structures

The RASCI is in the table below:

RASCI for Historical Data Structures

RASCI: City-Specific Processes	CGI	City
Identify which legacy data to migrate to Advantage Insight data lake	Informed	Responsible
Create data structures in Advantage Insights to mirror existing data structures in InfoAdvantage used to store the legacy data	Responsible	Support

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

RASCI: City-Specific Processes	CGI	City
Migrate in-scope legacy system data to the Advantage Insight data store	Responsible	Support
Development of PowerBI Semantic model to facilitate reporting	Informed	Responsible
Development of PowerBI Paginated Reports	Informed	Responsible

3.4. Centralized Repository

The Centralized Repository is a series of Database views of FMS4LA production database as well as InfoAdvantage reporting structures. As part of the migration to Advantage Insights the InfoAdvantage reporting structures will be decommissioned and be no-longer available. It will be the responsibility of the City to recreate the InfoAdvantage views in the Snowflake Advantage Insight data lake as needed.

3.4.1. RASCI – Centralized Repository

The RASCI is in the table below:

RASCI for Centralized Repository

RASCI: City-Specific Processes	CGI	City	Comments
Recreate Central Repository InfoAdvantage views in Advantage Insight as required	Informed	Responsible	
Update external systems connections to the Insight Centralized Repository	Informed	Responsible	

3.5. CGI Advantage Cloud User Experience (UX) Discovery and Configuration

The CGI Advantage Cloud user experience discovery and configuration activity (“UX Discovery”) for the City involves identifying the business roles that require updating due to the Advantage Insights transition. For example – removing quick links to InfoAdvantage, embedding homepage analytics, and adding links to specific reports on existing homepages. In FMS4LA there is a directory of Advantage Insights’ reports used to provide easy access to pre-defined reports in a hierarchical structure. It will be CGI’s responsibility to configure this page for the 300 converted reports. CGI will

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

also provide knowledge transfer to the City's team to maintain the configuration of the page.

3.5.1. RASCI – User Experience Discovery

The roles and responsibilities for the UX Discovery work stream are outlined in the table below:

RASCI for CGI Advantage Cloud User Experience Discovery

RASCI — CGI Advantage Cloud User Experience Discovery	CGI	City	Comments
Conduct discovery sessions with business area owners to identify updates to existing business roles. Discovery and configuration of reports management page	Responsible	Responsible	
Conduct Knowledge Transfer of Reports Management page.	Responsible	Informed	
Facilitate and document session findings for planning of business role configuration	Responsible	Support	

4. Build Phase

In the Build Phase, CGI will implement and test the CGI Advantage configurations to support the business roles and requirements identified during the Align Phase. In the Build Phase, CGI will configure the FMS4LA homepages, the Reports Management pages, and deploy converted reports for City acceptance testing. The Build Phase is driven by the refinement of the business roles and their respective home pages and business processes.

4.1. CGI Advantage Application Configuration

This activity will include activities for the configuration of the applicable CGI Applications; the activities are described below.

4.1.1. Reports Management Page Configuration

CGI will implement the configuration decisions for the Reports Management pages.

CGI will provide one session every two weeks to iteratively review completed configurations.

4.1.2. Home Page Configuration

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

CGI will configure the updates to the home pages finalized during the Align Phase. Home page widgets shall be limited to those available in the baseline widget library. CGI will configure these changes with no more than three (2) revisions. The City is responsible for any subsequent revision(s).

4.1.3. RASCI - CGI Application Configuration

The roles and responsibilities for configuration of the CGI Application(s) are outlined in the table below:

RASCI for CGI Applications Configuration

RASCI — CGI Advantage Applications Configuration	CGI	City	Comments
Configure Reports Management Pages	Responsible	Support	Will be configured based on analysis and decisions made during the Align Phase
Configure Home Pages	Responsible	Support	CGI will create one (1) initial home page per business role with the City's input, refining the home pages already defined for the respective business roles
Develop analytics for the Analytics Widget in Microsoft Power BI using PowerBI Developer Tool	Support	Responsible	If the City desires the use of the Analytics Widget, it will need to implement the analytics in Microsoft Power BI; CGI will support City with identifying operational data within the CGI Advantage Applications.
Maintain home page design and configuration after initial delivery	Responsible	Support	

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

RASCI — CGI Advantage Applications Configuration	CGI	City	Comments
Facilitate demonstrations	Responsible	Support	CGI will facilitate demonstrations of the implemented configurations at the end of each Build phase Iteration

Integrated System Test (IST) and User Acceptance Test (UAT) will be performed iteratively within each of the Build Phase Iterations.

4.2. Business Intelligence

The City's business intelligence solution will be replaced with CGI Advantage Insights.

The content of the Align Phase report analysis, discovery, and disposition will define the plan for BI content to be developed (e.g., configurable inquiries, analytics, Power BI reports).

CGI will convert and test up to **350 InfoAdvantage** reports to Advantage Insights Paginated Reports. It is the City's responsibility to **re-develop** and test the remaining reports. For any reports identified in the transition plan document with a disposition of configurable formulas or data download it is the responsibility of the City to build those processes. If determined to be necessary by the parties, the City will work with CGI to establish a subsequent Statement of Work, to provide additional support to business intelligence components.

4.2.1. RASCI – Business Intelligence

The roles and responsibilities for development/revision of business intelligence artifacts are outlined in the table below:

RASCI for Business Intelligence

RASCI — Business Intelligence	CGI	City	Comments
Develop/Update , test, and perform issue resolution for up to 350 report, analytics, or configurable inquiries.	Responsible	Consulted	

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

RASCI — Business Intelligence	CGI	City	Comments
Provide knowledge transfer to mutually agreed upon number of City resources on report development tool	Responsible	Informed	
Develop/Update , test, and perform issue resolution for business intelligence artifacts beyond the scope specified above	Consulted	Responsible	City and CGI will determine what reports will be developed

RASCI for End User Training Development

RASCI — End User Training	CGI	City	Comments
Knowledge transfer on CGI Advantage Assistant embedded videos	Responsible	Support	
Define training materials	Responsible	Support	Training materials list; content development roadmap
Develop training materials	Responsible	Support	
Train the Trainers Sessions	Responsible	Support	

5. Achieve Phase

The primary objective of the Achieve Phase is to integrate the components configured during the Build Phase into the rest of the organization's ongoing business. The Achieve Phase encompasses production cutover preparation and system implementation activities required to enable the City to begin production operations on the CGI Application(s). The primary cutover activities include conducting the UAT, executing data migration and operations rehearsals, conducting readiness assessments, conducting mock cutovers, and executing the Cutover Plan/script.

5.1. Performance Testing

The primary objective of the performance test is to demonstrate the CGI System's readiness for supporting the City's transaction and user volumes. CGI will develop a strategy and plan for the performance test, develop scripts, execute the test, and

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

document the results that will support the standards for production outlined in the SLAs. CGI will resolve identified performance issues by performing the system and database tuning necessary to support the mutually agreed upon performance requirements.

5.1.1. RASCI – Performance Testing

The roles and responsibilities related to CGI's performance testing are summarized in the table below:

RASCI for Performance Testing

RASCI — Performance Testing	CGI	City	Comments
Document Performance Test Plan and Scripts	Responsible	Informed	
Performance Test Execution	Responsible	Informed	
Performance tune system (application and database) necessary to support requirements	Responsible	Informed	
Document Performance Test Results	Responsible	Informed	

5.2. End User Training Preparation and Delivery

CGI will develop and deliver “Train the Trainer” sessions to enable the City’s training resources to successfully deliver training to the City’s end users. Train the Trainer encompasses the following:

- Delivering one (1) Training Fundamentals class (2 hours) to equip the City’s training resources with the basics of training adult learners
- Modeling delivery of each end user training course
- Observing a dry run of an end user training course to provide coaching and feedback

Following Train the Trainer, the City will deliver end user training. The City will be responsible for all aspects of end user training, scheduling, and coordination.

The City is responsible for coordinating and conducting training with its end users.

5.2.1. RASCI – End User Training Delivery

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

The roles and responsibilities for end user training delivery are summarized in the table below:

RASCI for End User Training Delivery

RASCI — End User Training	CGI	City
Coordinate logistics, material distribution / reproduction, and facilities	Informed	Responsible
Communicate session times and ensure registration and attendance of its trainers and / or end-users	Informed	Responsible
Train end users in the timeframe specified by the Project Schedule	Informed	Responsible
Conduct surveys	Informed	Responsible

5.3. Production Cutover

The plan and script for production cutover (Production Cutover Plan/Script) lays out detailed steps for making the updated system operational. It specifies how the system cutover will be accomplished, lists tasks to be completed, and identifies roles and responsibilities and contingencies/fallback strategies. The City will assist CGI in the development of the Production Cutover Plan/Script. The CGI team is primarily responsible for the execution of the Production Cutover Plan/Script with assistance from the City team. CGI recommends key members of the City's team actively participate in the preparation and approval of the plan. "Go/No Go" decision milestones will be defined in the work plan after key events (e.g., results of final UAT testing, results of cutover rehearsal).

5.3.1. RASCI – Production Cutover

The roles and responsibilities for CGI and City related to production cutover are summarized in the table below:

RASCI for Production Cutover

RASCI — Production Cutover	CGI	City	Comments
Develop Cutover Plan/Script	Responsible	Support	

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

RASCI — Production Cutover	CGI	City	Comments
Establish production environment within the Solution	Responsible	Support	
Conduct Production Cutover Rehearsal(s)	Responsible	Support	The number of rehearsals will be defined in the Cutover Plan. The rehearsal is end-to-end and includes data migration and mock operations
Perform Production Cutover	Responsible	Support	
Provide data migration verification	Responsible	Support	
Approve data migration Production Cutover verification	Support	Responsible	

Exit criteria for project management and Go-Live is when the above activities have been completed and Accepted.

5.4. Post-Implementation Support (Transition to steady-state operations)

CGI will provide support after Go-Live for two months to assist City with the transition to steady-state operations described in Appendix D – SaaS Services. During the post-implementation support period, CGI will assist the City's primary support organization as they support City's end users and system administrators on system usage, issue review, triage, and resolution.

6. Planning Parameters

The following parameters were used by CGI to define the scope of the City's Platform Configuration. Any deviations from these parameters may impact the scope and cost of the Project.

6.1. General

6.1.1. Service delivery assumes a hybrid model where CGI staff will travel to City site, as needed, to support key activities.

6.1.2. CGI will complete activities for the Project using off-site resources. CGI's off-site resources will have access to City's legacy system(s) and the CGI

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

Application(s) to perform the Platform Configuration tasks and support the project team during the software testing processes.

- 6.1.3. Specific project tasks may benefit from in-person collaboration, in which case, with mutual agreement of City and CGI, essential CGI and City resources will be requested to be on-site for an agreed upon period.

6.2. On-going Project Management Activities

- 6.2.1. The City and CGI will follow a closely coordinated and collaborative approach to project management.
- 6.2.2. The City will assign a dedicated The City Project Manager to work with CGI Project Manager in managing the Project. The City Project Manager will manage The City's responsibilities and The City resources assigned to the project.
- 6.2.3. The City and CGI Project Managers will jointly maintain the Project Schedule and provide status reporting on project progress to the Executive Steering Committee.
- 6.2.4. The City will lead the communications to The City departments regarding the Project, including, but not limited to identification of departmental liaisons, and preparing and delivering content for informational briefings, executive briefings, etc.
- 6.2.5. The City will conduct the organizational change management activities and department outreach activities required to prepare the organization for the transition to the CGI System and SaaS Services.

6.3. Align Phase

- 6.3.1. Appropriate City Subject Matter Experts (SMEs) will be available and participate in the Platform Configuration effort per the Project Schedule.

6.4. Build Phase

- 6.4.1. Based on the final disposition of The City's current inventory of reports resulting from the reports assessment effort, CGI will develop a maximum of 350 BI artifacts and the City will be responsible for any additional items. If determined to be necessary by the parties, the City will work with CGI to establish an additional Statement of Work to provide additional Consulting Services to support BI development, as desired.
- 6.4.2. The City will design and develop any new reports identified during Align Phase that are not included in CGI's scope.
- 6.4.3. The City will plan and lead UAT, in accordance with the Project Schedule.
- 6.4.4. The City will update the policy & procedures and user documentation impacted by the Project.
- 6.4.5. IST and UAT of configuration items will be performed iteratively during the Build Phase to identify potential issues early in the Project Schedule.
- 6.4.6. All test scenarios and test cases will have been developed, finalized, executed, and results documented during the iterative Build Phase; final UAT activities during the Achieve Phase are solely focused on retests/regression test execution.

EXHIBIT C-2

CGI Advantage Insight Platform Configuration

6.4.7. CGI will address all critical and serious issues prior to Go-Live.

6.5. Achieve Phase

6.5.1. City will review and verify the application and system administration data in the production environment of the CGI System.

6.5.2. CGI will provide remote post-implementation support after Go-Live for 2 months.

EXHIBIT C-1

Platform Enablement

Non-Prod Environment SH2 - Delivered	The environment is ready and available for testing, including UAT.	Commercial Cloud Transition
Non-Prod Environment SH3 - Delivered	The environment is ready and available for testing, including UAT.	Commercial Cloud Transition
Production Environment Delivered	Environment is available for performance testing and production operations. . Including link to Advantage Insight Production Instance.	Advantage Insight Transition Commercial Cloud Transition

EXHIBIT C-1

Platform Enablement

Operational Framework and Local Support Addendum are updated	The Operational Framework(OF) and Local Support Addendum details the steps the City and CGI will follow to interact with each other, such as when to use which contact mechanism, cutoff times for processing changes, agreed upon “what to do when” procedures, as well as forms required as part of certain City requests to CGI. This artifact also includes contact and escalation information for both parties. The Operational Framework is a living document updated throughout the Agreement term. The OF and Addendum will be made available to the City through the CGI Solution Support Center website where each section will have a corresponding page. The OF and Addendum will be updated to reflect the migration to the commercial cloud and PostgreSQL.	Advantage Insight Transition Commercial Cloud Transition
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2. Relationship and Contract Management Services

During Platform Enablement, CGI will designate a Platform Enablement manager to coordinate activities with the Platform Configuration team. In addition, CGI will work with the City to refine the operating model, including identifying key relationships, defining escalation procedures, capturing key technical and operational process, and documenting the details in the Operational Framework Deliverable and Local Support Addendum.

2.1. RASCI – Relationship and Contract Management Services

The table below details the roles and responsibilities for relationship and contract management activities:

EXHIBIT C-1

Platform Enablement RASCI for Relationship and Contract Management Services

RASCI — Relationship and Contract Management Services	CGI	City	Comments/Applicable Project
Designate a Platform Enablement Phase manager who will coordinate technical Platform Enablement activities with the Platform Configuration team and City	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Provide updated Operational Framework and Local Support Addendum Deliverable	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Provide named City individuals as primary and secondary points of contact, including which City point(s) of contact are appropriate for Security Incident notifications, and comply with communication protocols	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition
Make City staff and City systems that are interdependent with the Solution available during the Hours of Availability	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition
Coordinate with CGI staff for services, support, scheduled testing, Scheduled Maintenance, or other needs, responding promptly to CGI information requests.	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition

EXHIBIT C-1

Platform Enablement

RASCI — Relationship and Contract Management Services	CGI	City	Comments/Applicable Project
Assist in problem identification and resolution as it relates to the City's data, staff, and/or procedures as well as Issues or Incidents with CGI System and appropriate interaction with interfacing entities	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition
Follow the Acceptance Process for the Deliverables	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition
Notify CGI in advance of any changes to City-provided information referenced in this section	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition
Report any Issues or Incidents to CGI using the City's Service Now instance. To be considered reported, Issues and Incidents tickets must include details to clearly identify specifics of the Issue or Incident that allow CGI to recreate, troubleshoot and resolve, including, but not limited to, impacted module/function, screenshots, steps to recreate with expected versus actual outcome, and number of users impacted	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition Incidents: Report Incidents in Service Now ticketing system. Report Issues in the Ticketing Advantage Insight Transition Commercial Cloud Transition

EXHIBIT C-1

Platform Enablement

RASCI — Relationship and Contract Management Services	CGI	City	Comments/Applicable Project
			System using an Issue indicator naming the applicable CGI Application in which the problem was encountered. Requests.

3. Technical and Operational Management

CGI will configure Solution Hosting Facility infrastructure and establish the infrastructure management strategy for the CGI System with support from the City, as needed.

3.1. RASCI – Technical and Operational Management

The table below details the roles and responsibilities for technical and operational management activities:

RASCI for Technical and Operational Management

RASCI — Technical and Operational Management	CGI	City	Comments / Applicable Project
Configure Solution Hosting Facility infrastructure for CGI Applications environments and establish the infrastructure management strategy, standards, procedures, and third-party supplier management	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Perform Incident management and resolution	Responsible	Support	Advantage Insight Transition

EXHIBIT C-1

Platform Enablement

RASCI — Technical and Operational Management	CGI	City	Comments / Applicable Project
			Commercial Cloud Transition
Provide, manage, and operate City employee workstation hardware, software, and other onsite City equipment	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition
Provide remote hands-on support for any physical activities related to infrastructure equipment at the City site, such as equipment resets, if necessary, as requested by CGI	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition

4. Network Management

During Platform Enablement, CGI and the City will work together to establish the network and telecommunication services between the City's network and the Cloud, as well as the Disaster Recovery Hosting Facility.

4.1. **RASCI – Network Management**

The table below details the roles and responsibilities for network management activities:

EXHIBIT C-1

Platform Enablement

RASCI for Network Management

EXHIBIT C-1

Platform Enablement

RASCI — Network Management	CGI	City	Comments/Applicable Project
Define network and telecommunications Platform Enablement tasks, provision infrastructure, and install/configure/test network elements in support of CGI System, leading the testing of all applicable network connectivity points	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Provide CGI required information and access to knowledgeable resources to assist in the definition of network and telecommunications requirements; this will include information from any third parties for which the City is responsible	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition
Provision Internet access to CGI Applications in the Solution Hosting Facility and Disaster Recovery Hosting Facility, as applicable.	Responsible	Support	Internet bandwidth is based on sizing information provided by City
Coordinate and manage activities related to configuring and authorizing CGI's network connectivity to the City network, if necessary	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition
Provision, configure, maintain, and manage secure integrations, and transmissions for interfaces or files as well as SMTP electronic mail services sent from the CGI Applications	Responsible*	Responsible*	Advantage Insight Transition Commercial Cloud Transition

EXHIBIT C-1

Platform Enablement

Provision, manage, and maintain adequately sized network services from the City's WAN to end-user locations	Support	Responsibility	Advantage Insight Transition Commercial Cloud Transition
Participate as needed in testing CGI and City network connectivity points	Support	Responsibility	Advantage Insight Transition Commercial Cloud Transition

***Shared responsibility. CGI sends emails using infrastructure owned by CGI as well as some other emails using infrastructure owned by the City.**

5. SaaS Environments

During Platform Enablement, CGI will provision City's production and non-production environments as outlined in the table below, install the CGI Application(s), and define and document the technical architecture and environment overview. The City will retain four (4) non-production environments. Authentication and Attachment storage will remain the responsibility of the City.

Summary of SaaS Environments

Environment Type	Quantity	Environment Details
Non-Production Environment (NPD)	4	Each NPD will support up to fifty (50) Concurrent Users Each NPD will have a copy of the production data One (1) NPD will be designated as a Patch Cadence Environment to be used for City testing following implementation of Patches or Patch Sets. One (1) non-production environment will be designated as an Update Cadence Environment to be used for City testing following CGI's implementation of Feature Set, Regulatory or Technical Stack Compatibility Updates.

EXHIBIT C-1

Platform Enablement

Environment Type	Quantity	Environment Details
		Expandable storage of the type appropriate to the respective environment is allocated as needed. One (1) non-production environment will be designated to be attached to a corresponding Advantage Insight environment. Non-Production Environments: MA1 - Copy of the memory and CPU of the Production environment. Attached to the non-production Advantage Insight environment. SH1 - Testing and client support environment. SH2 - Testing and client support environment. SH3 - Designated training environment
Production Environment	1	

5.1. RASCI – SaaS Environments

The table below details the roles and responsibilities for physical/virtual environment and storage activities:

RASCI for SaaS Environment

RASCI — SaaS Environment	CGI	City	Comments / Applicable Project
Provide Technical Architecture and Environment Overview Deliverable	Responsible	Support	Advantage Insight Transition

EXHIBIT C-1

Platform Enablement

RASCI — SaaS Environment	CGI	City	Comments / Applicable Project
			Commercial Cloud Transition
Identify and collect from the City environment elements (e.g., data, configuration settings, documentation) required for the CGI Applications and other available related documentation and information regarding the environmental Platform Enablement requirements.	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Provision the CGI System as defined in the Section 7.0 of the Agreement.	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Provide and install the CGI Application(s). Document the timing and readiness date of each CGI Application within each environment in the Project Schedule	Responsible	Support	
Define, implement, and manage the City's CGI System in the Scheduled Maintenance process. The CGI System will be unavailable during	Responsible	Support	

6. CGI Application Maintenance

As part of the CGI Application maintenance workstream during Platform Enablement, CGI and the City will initiate issue management and resolution practices, institute City-specific data cleansing standards, establish CGI Advantage Update processes, and support the Platform Configuration activities, as needed.

6.1. RASCI – CGI Application Maintenance

EXHIBIT C-1

Platform Enablement

The table below details the roles and responsibilities for CGI Application maintenance activities.

RASCI for CGI Application Maintenance

RASCI — CGI Application Maintenance	CGI	City	Comments/Applicable Project
Provide CGI Advantage® scripts to sanitize City's sensitive information from data stores. Customize scripts as needed for City-specific sanitization requirements. These scripts are used when a back-up of production data is used to provision an environment with data for testing or training purposes where sensitive information such as Social Security Numbers (SSN) or Bank Account Information should not be visible to users of the new environment.	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Review data cleansing scripts, provide requirements for script customization, and provide approval of final scripts and sanitized data prior to CGI use. This process may occur as new requirements are identified for protecting sensitive information.	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition
Execute scripts against City's data in any of the non-production environments as needed to support the Services.	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Perform Issue management and resolution	Responsible	Support	Advantage Insight Transition

EXHIBIT C-1

Platform Enablement

RASCI — CGI Application Maintenance	CGI	City	Comments/Applicable Project
			Commercial Cloud Transition
Provide Critical and Serious Issue Patches once available	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Patch Cadence: Provide Patches as part of the CGI Advantage® Updates. CGI implements these on a regular schedule to the Patch Cadence Environment. Following the City testing window, CGI deploys the Patches to the other non-production and production environments	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Establish and perform application functional support and configuration activities such as workflow configuration, adding users to workflows, maintaining workflow metadata, maintaining reference data.	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition
Execute testing, including user acceptance testing, in support of CGI Advantage® Updates, including interfaces, reports and forms prior to production migration. Testing generally will include the City executing transactions and/or jobs in the Patch Cadence Environment. Testing for the Patch Cadence is available for two (2) weeks prior to the	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition

EXHIBIT C-1

Platform Enablement

RASCI — CGI Application Maintenance	CGI	City	Comments/Applicable Project
Patches moving to subsequent environments			

7. Operations Management

As part of the operations management workstream, CGI will migrate the nightly cycle configuration to the commercial cloud hosting facility and operationalize the Processing Schedule that establishes the interface, reporting, and batch job controls.

7.1. RASCI – Operations Management

The table below details the roles and responsibilities for operations management activities:

RASCI for Operations Management

RASCI — Operations Management	CGI	City	Comments/Applicable Project
Migrate the existing processing schedules to commercial cloud hosting facilities.	Responsible	Support	Commercial Cloud Transition
Update the Processing Calendar with any required updates to the Processing Schedule.	Responsible	Informed	Commercial Cloud Transition
Configure the CGI Applications to achieve the Processing Schedule. Define and establish interface, reporting, and batch job controls per the Processing Schedule.	Responsible	Support	Commercial Cloud Transition

EXHIBIT C-1

Platform Enablement

RASCI — Operations Management	CGI	City	Comments/Applicable Project
Define input/access/distribution requirements for interfaces, reports, and batch job outputs. This includes transmission of data exclusively through secure electronic means directly to and from City staff or designated third party interfacing entities. It also includes providing a mechanism to schedule City reports and outputs, making them available electronically to authorized users as required by the Processing Schedule. Develop and/or modify scripts to appropriately process interface files from/to the City designated location to/from the CGI Application(s).			
Support testing to validate the operations services are working as expected. This includes testing CGI's responsibilities for interface files, forms, reports, and CGI Advantage® Updates as needed.	Responsible	Support	Commercial Cloud Transition
Deliver production data to non-production environment(s) per the Processing Schedule.	Responsible	Support	Commercial Cloud Transition This service generally is expected to occur infrequently (i.e., not more than once 1 per month unless required to

EXHIBIT C-1

Platform Enablement

RASCI — Operations Management	CGI	City	Comments/Applicable Project
			address a Critical/Serious Issue).
For at least 30 days prior to Go Live, perform production batch operations to support testing activities and verify expected operational outcomes to the City. Results deviating from mutually agreed business requirements will be addressed as part of this testing process.	Responsible	Support	Commercial Cloud Transition
Report any Incidents with interface, report, or batch job configuration and/or processing to the appropriate City contact(s) for resolution.	Responsible	Support	Commercial Cloud Transition
Provide documentation for: All interface files including file locations, anticipated size, format, and frequency. User access for the exchange of interface files via the designated secure transmission server or service. Additionally, as necessary, establish means to distinguish and support the handling of interface files (e.g., production vs. non-production). Technical specifications required to establish connectivity to City-provided	Support	Responsible	Commercial Cloud Transition

EXHIBIT C-1

Platform Enablement

RASCI — Operations Management	CGI	City	Comments/Applicable Project
secure transmission server or service with a preference of Secured File Transfer Protocol (“SFTP”) or File Transfer Protocol Secured (“FTPS”). Interface and reporting operational requirements and Processing Schedule. Requirements include the timing, dependencies, and expected outcome of each interface and reporting job within each of the batch schedules.			
Provide support for testing and remediation of Issues or Incidents related to interface files or connectivity. Conduct system and integration testing on all interfaces, reports, and forms in non-production environments. In addition, conduct full production-volume performance testing on all interfaces in non-production environments prior to migrating into the production environment. Testing and remediation responsibilities include, but are not limited to, resolving Incidents where the file is not in the expected location or format, the file is incomplete, access is unsuccessful, or interface software is not performing as expected	Support	Responsible	Commercial Cloud Transition

EXHIBIT C-1**Platform Enablement**

RASCI — Operations Management	CGI	City	Comments/Applicable Project
Coordinate the timely availability of data within a mutually agreed timeframe and format through secure transmission mechanism directly from City's facility or third-party facility in advance of the expected job schedule to ensure on time processing. All data files will be delivered to predetermined location and contain the appropriate content with confirmed data integrity	Support	Responsible	Commercial Cloud Transition
Develop and/or modify City scripts to appropriately process interface files to/from the City secure transmission mechanism	Support	Responsible	Commercial Cloud Transition
Notify and coordinate with CGI any required mutually agreed scheduling changes no later than four (4) hours prior to the start of the item being scheduled (e.g., prior to the start of the batch processing schedule in which a job timing is being modified)	Support	Responsible	Commercial Cloud Transition
Provide for report scheduling, distribution, and output handling as well as Issue resolution for City-specific reports	Support	Responsible	Commercial Cloud Transition
Provide timely validation of the application output associated with application configuration, use, and functional application management (i.e., outside of CGI's purview)	Support	Responsible	Commercial Cloud Transition

EXHIBIT C-1

Platform Enablement

8. Disaster Recovery

During Platform Enablement, CGI will establish the City's disaster recovery infrastructure at the Disaster Recovery Hosting Facility and create the City's Disaster Recovery Plan (DRP). The disaster recovery will be configured to achieve the recovery point objective and recovery time objectives outlined in Appendix D – SaaS Services, Section 2.7 – Disaster Recovery.

The DRP documents the details of the annual disaster recovery exercise, including dates and times, access information, and testing limitations surrounding the annual disaster recovery exercise. Similar information is provided in the event of a declared disaster.

The disaster recovery environment does not become an active failover solution until the Go-Live Date.

8.1. RASCI – Disaster Recovery

The table below details the roles and responsibilities related to disaster recovery activities:

RASCI for Disaster Recovery

RASCI — Disaster Recovery	CGI	City	Comments/Applicable Project
Perform the planning, configuration, and SaaS enablement activities required to establish a production disaster recovery environment at the Disaster Recovery Hosting Facility.	Responsible	Informed	Commercial Cloud Transition Disaster recovery services pertain only to the City's production CGI Application(s) (i.e., no non-production environments and not related to City facilities). The disaster recovery environment does not become an active failover solution until the Go-Live Date.
Create a Disaster Recovery Plan (DRP) for the production CGI Application(s).	Responsible	Support	Commercial Cloud Transition

EXHIBIT C-1

Platform Enablement

Support Disaster Recovery workstream activities, as requested.	Support	Responsible	Commercial Cloud Transition
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9. CGI Advantage Updates

During Platform Enablement, CGI Application(s) are on a bi-weekly release cadence to support Platform Configuration activities. The Project Schedule will determine when the bi-weekly cadence will end to support go-live preparation activities.

9.1. RASCI – CGI Advantage Updates

The table below details the roles and responsibilities related to CGI Advantage Updates activities:

RASCI — CGI Application Maintenance	CGI	City	Comments / Applicable Project
Perform the Update to the Update Cadence Environment.	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Update the remaining non-production and production environments	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Perform testing and validation activities, as required	Responsible	Responsible	Advantage Insight Transition Commercial Cloud Transition

10. Production Cutover

EXHIBIT C-1

Platform Enablement

As part of the production cutover workstream during Platform Enablement, CGI and the City will work together to prepare the technical environment and the City for the transition to the new Solution and execute the Cutover Plan.

10.1. RASCI – Production Cutover

RASCI for Production Cutover

EXHIBIT C-1

Platform Enablement

RASCI — Production Cutover	CGI	City	Comments
Provide Technical Readiness Checklist and Technical Cutover Plan Deliverables	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Provide the requested information to define the Technical Readiness Checklist and Technical Cutover Plan Deliverables	Support	Responsible	Advantage Insight Transition Commercial Cloud Transition
With input from the City, identify mutually agreed transmission methodology and format for each cutover data source. Create checklists, upload steps, and verification procedures as part of the Technical Cutover Plan	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Provide input into go/no-go decision and jointly perform production cutover with City according to the Technical Cutover Plan	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition

EXHIBIT C-1

Platform Enablement

Populate non-production environment(s) with production data after Go-Live Date	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition
Execute the Technical Cutover Plan and Technical Readiness Checklist	Responsible	Support	Advantage Insight Transition Commercial Cloud Transition

Exhibit C3 – Local Support Consulting Services

This Exhibit specifies the Local Support Consulting Services CGI will provide to enable the City's instance of the Solution, configure the platform to support the City's business operations, and provide continuous platform improvement via local support services, or other Consulting Services.

1 Overview

1.1 High-level Scope of Local Support Consulting Services

- 1.1.1 Local Support Services management includes planning and managing scheduled maintenance, quarterly updates, and year-end activities. Coordinate multi-step processes with City stakeholders to ensure alignment of timelines and deliverables.
- 1.1.2 Release testing and quality assurance. Coordinate and execute testing of new releases, hotfixes, and feature sets. Validate functionality in non-production environments before production deployment, ensuring compliance with migration workbooks and CAB approvals.
- 1.1.3 Operational support for City periodic processes including loading inbound and outbound interface files, generating and delivering data extracts as requested, password maintenance, and assisting with annual activities such as tax reporting and fiscal year-end closing.
- 1.1.4 Issue Investigation Resolution. Perform initial triage, severity assessment, and resolution of application issues. Coordinate with GCS for hotfix deployments and ensure minimal disruption to City operations.

2 Roles and Responsibilities

The Exhibits in this Appendix C include Responsible, Accountable, Support, Consulted, and Informed (“RASCI”) matrices to summarize CGI’s and the City’s respective roles and responsibilities for the activities and tasks described therein. CGI’s and the City’s respective roles are delineated using the definitions below:

- **R**esponsible – party responsible for accomplishing the task(s)
- **A**ccountable – party answerable for the correct and thorough completion of the task(s)
- **S**upport – party providing as-needed assistance in completing task(s)
- **C**onsulted – party consulting with the Responsible party in two-way communication.
- **I**nformed – party kept apprised by Responsible party regarding task(s) being planned and/or performed in one-way communication.

3 Deliverables

CGI will create the Deliverables as described in Exhibit C-1, Exhibit C-2, and Exhibit C-3 using Microsoft Word®, Excel®, PowerPoint®, Project®, or Visio® as applicable. CGI will prepare Deliverable Expectation Documents (or “DEDs”), and the City will review and approve the DEDs once submitted. CGI will prepare the Deliverables to align with the applicable DEDs, and the City will review and approve the Deliverables once submitted. For the sake of clarity and avoidance of doubt, all Deliverables identified under this Appendix C are subject to the Acceptance Process.

3.1 Service Management and Planning

Local Support Services management includes planning and managing scheduled maintenance, biannual releases, and year-end activities. Coordinating processes with City stakeholders to ensure alignment of timelines and deliverables. Effective management of local support services is essential so that routine operational tasks—such as file loading, data extraction, and annual tax or fiscal closing activities are executed consistently and on schedule. This oversight reduces the risk of errors, improves coordination with stakeholders, and provides a structured approach for

handling issues and updates, which helps maintain system stability and compliance. This oversight validates that these tasks follow approved procedures, maintain data integrity, and meet audit standards, reducing the risk of noncompliance and associated penalties.

CGI will maintain an operational framework document for the Local Support Services that will be updated on a yearly basis and be made available to the City via the Solution Support Center (SSC). This Operational Framework Addendum establishes the governance and process structure for managing FMS4LA Local Support Services. It defines roles and responsibilities, service management procedures, compliance checkpoints, and communication protocols to ensure consistent execution of maintenance, updates, release testing, and issue resolution. The framework includes risk mitigation strategies, performance metrics, and continuous improvement practices to maintain system stability, data integrity, and alignment with business cycles and audit standards.

3.1.1 RASCI – Service Management and Planning

The table below sets forth the roles and responsibilities for the Service Management and Planning workstream.

RASCI – Service Management and Planning

RASCI — Service Management and Planning	CGI	City
Coordinate bi-annual release deployments and verify alignment with City priorities and minimize disruption.	R	I
Support fiscal closing processes and support compliance with timelines.	R	I
Monitor adherence to operational procedures and compliance standards and verify that tasks follow approved processes and audit requirements.	R	I
Communicate status updates and escalate issues per agreed protocols Maintain transparency and timely resolution of risks.	R	I

RASCI — Service Management and Planning	CGI	City
Track and report progress on planned activities to governance bodies and project leadership.	R	I
Identify and mitigate risks related to operational support Proactively address potential delays or compliance gaps.	R	I
Ensure alignment of maintenance and updating activities with business cycles Avoid conflicts with critical City operations.	R	I
Conduct weekly project management team status meetings Review progress, risks, and upcoming tasks with the core team.	R	I
Facilitate monthly Executive Steering Committee meetings Provide high-level updates, escalate decisions, and confirm alignment with strategic objectives.	R	I
Plan and manage scheduled maintenance windows Coordinate timing and communicate impacts to stakeholders.	R	I
Identify and manage continuous improvement initiatives. Assess operational processes and propose enhancements to improve efficiency, reduce risk, and optimize system performance.	R	I
Maintain the Operational Framework Addendum	R	I

3.2 **Release testing and quality assurance**

This activity involves coordinating and executing testing for new releases, hotfixes, and feature updates in controlled, non-production environments. The goal is to validate functionality, verify issues resolution, and confirm compatibility with existing configurations, and verify compliance with change approval processes before deployment to production. This structured approach reduces the risk of introducing defects, minimizes operational disruptions, and helps maintain system stability and compliance with established standards.

3.2.1 **RASCI – Release Testing and Quality Assurance**

The table below sets forth the roles and responsibilities for the Release Testing and Quality Assurance workstream.

RASCI – Release Testing and Quality Assurance

RASCI — Release Testing and Quality Assurance	CGI	City
Review release notes for issues resolved in each release. Perform initial testing and verification.	R	I
Perform a comprehensive regression test of a given release to verify City specific configuration	R	I
Develop and execute test plans for bi-annual releases, hotfixes, and new features.	R	I
Validate core functionality and confirm compatibility with existing configurations.	R	I
Perform regression testing to ensure no adverse impact on current processes.	R	I
Document test results and obtain approvals through the Change Advisory Board (CAB).	R	I
Coordinate defect resolution and retesting prior to production deployment.	R	I
Ensure all migration workbooks and compliance checklists are completed and signed off	R	I

3.3 Operational support for City periodic processes

CGI will facilitate operational support for the City's business processes through a structured request workflow. To initiate any support activity, the City will submit a ServiceNow (SNOW) ticket specifying the required service. This ticket acts as the formal mechanism for tracking and prioritizing requests, ensuring transparency and accountability throughout the process. Typical services requested via SNOW include loading inbound and outbound interface files, generating and delivering data extracts, performing password maintenance, and assisting with annual activities such as tax reporting and fiscal year-end closing. By leveraging SNOW, both CGI and the City

maintain clear visibility into request status, which helps streamline communication and execution.

Once a SNOW ticket is logged, CGI will review the details, confirm the scope, and execute the necessary tasks in alignment with established procedures and compliance standards. Through this collaborative process, CGI assists the City in maintaining operational continuity while optimizing efficiency and reducing risk.

3.3.1 RASCI – Operational support for City periodic processes

The table below sets forth the roles and responsibilities for the Release Testing and Quality Assurance workstream.

RASCI – Operational support for City periodic processes

RASCI — Operational support for City periodic processes	CGI	City
Log and submit SNOW ticket	I	R
Triage and classify SNOW request (priority/severity)	R	I
Confirm scope, prerequisites, and schedule for request	R	I
Track request status and update SNOW	R	R
Maintain auditable record in SNOW (work notes, approvals, closure)	R	I
Load inbound interface files	R	I
Generate and deliver outbound interface files	R	R
Validate file formats, mappings, and scheduling	I	R
Monitor loading batch jobs and file transfers	R	I
Coordinate reprocessing for failed jobs	R	I
Configure, generate, and deliver data extracts	R	I
Define extract specifications (fields, filters, cadence)	I	R
Validate data quality and reconcile totals	I	R
Password maintenance (resets, expiration handling)	R	I

RASCI — Operational support for City periodic processes	CGI	City
Execute, non-FMS4LA, user access changes per approved requests	R	I
Maintain access logs and evidence for audit	R	R
Support fiscal year-end closing activities	R	A
Assist with tax reporting data extracts	R	A

3.4 Issue Investigation and Resolution

CGI will facilitate issue investigation and resolution for application-related problems through a structured workflow initiated by the City. To request assistance, the City will submit a ServiceNow (SNOW) ticket detailing the issue, including relevant context and severity indicators. This ticket serves as the formal mechanism for tracking and prioritizing incidents, providing transparency and accountability throughout the resolution process. Typical activities under this workstream include performing initial triage, assessing severity, and determining the appropriate resolution path. By leveraging SNOW, both CGI and the City maintain clear visibility into the status of each issue, which supports timely communication and coordinated action.

Once a SNOW ticket is logged, CGI will review the details, confirm scope, and execute the necessary steps to resolve the issue in alignment with established procedures and compliance standards. If the Local Support Team determines that the root cause of the issue is related to a potential software defect, the team will log the issue into the Solution Support Center and work with the relevant CGI teams to resolve the issue. This includes participating in screen shares, providing recreation documentation, code research, coordinating for hotfix deployments, and validating fixes in non-production environments before applying them to production. CGI will also assist in minimizing operational disruption by scheduling changes during approved change windows and communicating status updates through agreed protocols. Depending on the severity and priority of the issue, a hotfix may not be necessary, and the fix will be provided to the City in an upcoming release.

Not all issues are software defects; often, there is a functional resolution such as correcting an end-user mistake, updating a configuration, or creating a new business rule.

Based on the triage, CGI will implement these changes in coordination with the City. If the scope of the change is extensive—greater than 16 hours—CGI will work with the FMS4LA Project Manager to execute the Change Order process.

3.4.1 RASCI – Issue Investigation and Resolution

The table below sets forth the roles and responsibilities for the Release Testing and Quality Assurance workstream.

RASCI – Issue Investigation and Resolution

RASCI – Issue Investigation and Resolution	CGI	City
Log and submit SNOW ticket with issue details (context, severity)	I	R
Track ticket status and update SNOW	R	R
Maintain auditable record in SNOW (work notes, approvals, closure)	R	I
Perform initial triage and severity assessment	R	I
Confirm scope and resolution path	R	I
Determine if root cause is a potential software defect	R	I
Log defect ticket in Solution Support Center	R	I
Coordinate with CGI teams for defect resolution	R	I
Validate fixes in non-production environments	R	A
Schedule hotfix deployment during approved maintenance windows	R	I
Communicate status updates and escalations per agreed protocols	R	I
Apply fix in production or include in upcoming release	R	I
Identify functional resolution (end-user correction, configuration update, new business rule)	R	I
Implement functional changes in coordination with City	R	I

RASCI – Issue Investigation and Resolution	CGI	City
Initiate Change Order process with FMS4LA PM if scope > 16 hours	R	R

Appendix D:

SaaS Services

APPENDIX D

SaaS Services (Statement of Work)

This Appendix D specifies SaaS Services and other benefits CGI provides to City as part of the Support Program pursuant to, and except as modified by, the Order for SaaS Services. Further details of SaaS services are documented in the Operational Framework document and Local Support Addendum which are reviewed and updated on a yearly basis.

1. Support Program Fundamentals

1.1. CGI Advantage® User Group Membership

As part of the Support Program, CGI will provide City with membership in the CGI Advantage® User Group. This membership provides City with the option to participate in various CGI Advantage® User Group activities such as the annual CGI Advantage® Forum, regional CGI Advantage® User Group meetings, and election of the CGI Advantage® User Group Steering Committee, which works closely with CGI on a variety of City topics. In addition to voting in the election, City may nominate a candidate for election to the CGI Advantage® User Group Steering Committee.

1.2. CGI Advantage® Updates

As part of the Support Program, CGI will provide City with CGI Advantage® Updates periodically to add business features, address technical and functional compatibility with CGI System software, make updates for ongoing regulatory changes and changes to business practices, and provide corrections for defects. CGI Advantage® Updates may require additional set-up, configuration, and/or adjustments to the CGI System as determined through the Change Order process. CGI determines, at its sole discretion, based on input from the CGI Advantage® User Group Steering Committee, the Product Roadmap including content and schedule of CGI Advantage® Updates. CGI Advantage® Updates vary in size and scope but are planned for quick deployment and testing with new features disabled by default upon release. CGI Advantage® Updates may include:

- 1.2.1. Feature Sets
- 1.2.2. Regulatory Updates
- 1.2.3. Technical Stack Compatibility Updates
- 1.2.4. Patches and Patch Sets

1.3. Solution Support Center

CGI provides City with help desk support for the Solution via access to the Solution Support Center including phone and web support as follows:

- 1.3.1. Standard Hours of Operation. Solution Support Center personnel are available 8am ET to 9pm ET on Business Days.

APPENDIX D

SaaS Services (Statement of Work)

- 1.3.2. Access Methods. The phone number for the Solution Support Center is 800.321.0267 and the secure web site available 24/7 is <https://sc.cgi.com/solutionssupport/>.
- 1.3.3. Support Materials. CGI provides product guides, software downloads, training, and other support materials.
- 1.3.4. Ticketing System. CGI provides an automated Ticketing System to manage delivery of the SaaS Services to City, such as tracking of Incidents, Issues, and Requests.
- 1.3.5. Product Roadmap. CGI posts product schedule Updates on the Solution Support Center.
- 1.3.6. City Knowledge Sharing and Collaboration Space. CGI provides an area for clients to ask questions and share ideas, solutions and plans for use of CGI Advantage®.

1.4. Support Locations

CGI provides SaaS Services remotely or from CGI or third party supplier locations. Customer service and application support services will be provided by a CGI team based in Los Angeles.

1.5. Change Order

The parties will employ the Change Order process to address changes to the SaaS Services, such as:

1.5.1. Changes:

- 1.5.1.1. Required to achieve compliance with revised City policies and standards after the Effective Date;
- 1.5.1.2. To mutually agreed business requirements including, but not limited to, the Processing Schedule, processing volumes exceeding the limits set in Section 8 of the Agreement; and provisioning of an additional non-production environment.

1.5.2. City requests for:

- 1.5.2.1. New initiatives or Services;
- 1.5.2.2. Additional reporting, measurement, or use of City-specific tools and technologies by CGI; and
- 1.5.2.3. Procurement of additional environments, storage, or other infrastructure elements.

APPENDIX D

SaaS Services (Statement of Work)

1.6. Personal Data

City will not include Personal Data in reports to CGI of Issues, Incidents, Requests, or any other City communications with CGI.

1.7. Tier 1 SaaS Services Support

The City shall maintain Tier 1 Support Level status throughout the term of this Agreement. Notwithstanding any broader requirements in the CGI Advantage® Support Policy, the following specific conditions shall apply to the City:

1.7.1. Feature Set Currency: To maintain Tier 1 Support Level status, the City must implement Feature Sets such that it does not fall more than one (1) Feature Set release behind the then-current version generally available to CGI customers.

1.7.2. Support Continuity: If the City fails to maintain this status, CGI may, at its sole discretion, reduce the scope of SaaS Services provided, including but not limited to Solution warranties, Service Levels, and the provision of future Feature Set Updates.

1.7.3. Timeline Resets for Interim Releases: In the event that Critical software defects are identified that require the implementation of a hot-fix or interim release for the City's Feature Set Acceptance, the compliance "clock" for Feature Set implementation shall be reset.

1.7.3.1. Reset does not apply to changes required to remediate security vulnerabilities.

1.7.4. Establishment of New Timelines: Following a reset under Section 1.7.3, a new timeline for maintaining Tier 1 Support Level status will be established. This timeline shall be determined through written mutual agreement between CGI and City.

2. SaaS Services and the Parties' Associated Responsibilities.

This Section specifies the SaaS Services and the respective responsibilities of the City and CGI across ten (10) service categories following production deployment of the configured CGI Advantage Cloud® solution. Several Deliverables developed during Platform Enablement and Platform Configuration, including the Operational Framework, Technical Architecture and Environment Overview, Technical Readiness Checklist, and Technical Cutover Plan are designated as living documents and will be maintained as Work Products through the SaaS Services Period.

APPENDIX D

SaaS Services (Statement of Work)

The SaaS Services commence on the Go-Live Date unless otherwise specified in the Order.

1.1. Relationship and Contract Management Services

1.1.1. CGI Responsibilities:

- 1.1.1.1. Produce and provide a status report on Service Level performance at the frequency and with the information specified in Exhibit D-1 – Service Level Agreement.
- 1.1.1.2. Provide support as necessary for City audits of the Solution during Business Hours, not to exceed more than eight (8) hours over a single thirty (30) day period annually.
- 1.1.1.3. Incidents: Local Support Team reports Incidents in the Ticketing System using the Incident indicator “Managed Services.”
- 1.1.1.4. Issues: Local Support Team reports Issues in the Ticketing System using an Issue indicator naming the applicable CGI Application in which the problem was encountered.
- 1.1.1.5. Requests: Local Support Team submits CGI Requests to the Ticketing System using the Incident indicator “Managed Services.” Requests should be marked as such in the description to distinguish them from Issues or Incidents.

1.1.2. City Responsibilities:

- 1.1.2.1. Maintain named City individuals as primary and secondary points of contact, including which City point(s) of contact are appropriate for Security Incident notifications, and comply with communication protocols.
- 1.1.2.2. Make City staff and City systems that are interdependent with the Solution available during the Hours of Availability.
- 1.1.2.3. Coordinate with CGI staff for services, support, scheduled testing, Scheduled Maintenance, or other needs, responding promptly to CGI information requests.
- 1.1.2.4. Participate twice annually in CGI' customer satisfaction assessment program survey process.
- 1.1.2.5. Assist in problem identification and resolution as it relates to the City's data, staff, and/or procedures as well as Issues or Incidents with CGI System and appropriate interaction with interfacing entities.

APPENDIX D

SaaS Services (Statement of Work)

- 1.1.2.6. Submit FMS4LA support requests assigned to the CGI Local
- 1.1.2.7. Notify CGI in advance of any changes to City-provided information referenced in this Appendix D.
- 1.1.2.8. Report any Issues or Incidents to CGI using CGI's Ticketing System and process. To be considered reported, Issues and Incidents tickets must include details to clearly identify specifics of the Issue or Incident that allow CGI to recreate, troubleshoot, and resolve, including, but not limited to, impacted module/function, screenshots, steps to recreate with expected versus actual outcome, and number of Users impacted.

1.2. Technical and Operational Management

1.2.1. CGI Responsibilities:

- 1.2.1.1. Commencing with the standard CGI audit cycle following the first full year of production operations, provide an annual SSAE No. 18 SOC 1 Type 2 report for the Solution Hosting Facility infrastructure and Disaster Recovery Hosting Facility infrastructure, subject to reasonable advance notice and applicable confidentiality and other restrictions of the Solution Hosting Facility supplier and Disaster Recovery Hosting Facility supplier.

1.2.2. City Responsibilities:

- 1.2.2.1. Provide level 1 help desk support for the CGI Application(s), such as initial triage and primary contact with the end users reporting Issues or Incidents, and the logging and documentation of reported Issues or Incidents. Issues or Incidents with CGI System that cannot be resolved by the City's Level 1 help desk support will be submitted to CGI via the Ticketing System.

1.3. Network Management

1.3.1. CGI Responsibilities:

- 1.3.1.1. Maintain network and telecommunications elements in support of CGI System.
- 1.3.1.2. Maintain Internet access to CGI Applications in the Solution Hosting Facility and Disaster Recovery Hosting Facility, as applicable.

1.3.2. City Responsibilities:

- 1.3.2.1. Provide CGI required information and access to knowledgeable resources to assist in the definition of network and telecommunications requirements; this will include information from any third parties for which the City is responsible.

APPENDIX D

SaaS Services (Statement of Work)

- 1.3.2.2. Coordinate and manage activities related to configuring and authorizing CGI's network connectivity to the City network, if necessary.
- 1.3.2.3. Provision, configure, maintain, and manage secure integrations, and transmissions for interfaces or files as well as SMTP electronic mail services sent from the CGI Application(s).
- 1.3.2.4. Participate as needed in testing CGI and City network connectivity points.

1.4. SaaS Environments

The existing roster of SaaS Production and Non-Production Environments will be retained going forward in the following configuration:

Environment	Financial	Vendor Self Service	Performance Budgeting	Advantage Insight
Production	X	X	X	X
MA1	X	X	X	X
SH1	X	X	X	
SH2	X	X	X	
SH3	X			

1.4.1. CGI Responsibilities:

- 1.4.1.1. Maintain non-production and production environments.
- 1.4.1.2. Perform CGI System monitoring as CGI determines necessary to support the Solution.
- 1.4.1.3. Provide online access to the CGI Applications during Hours of Availability. CGI may add Scheduled Maintenance in the event:
- 1.4.1.4. Of an urgent business necessity, to coincide with times of minimal Solution traffic or use for City and on reasonable advance notice to City; or,
- 1.4.1.5. CGI determines that a failure to do so may harm CGI or City, immediately on notice to City at any time of day.

APPENDIX D

SaaS Services (Statement of Work)

- 1.4.1.6. In either case, CGI will make reasonable efforts to obtain City's prior written approval of the institution of such Scheduled Maintenance.
 - 1.4.1.7. Patch Cadence Environment: One (1) non-production environment is used for City testing following CGI implementation of Patches or Patch Sets.
 - 1.4.1.8. Update Cadence Environment: One (1) non-production environment is used for City testing following CGI's implementation of Feature Set, Regulatory or Technical Stack Compatibility Updates.
 - 1.4.1.9. Maintain the CGI System storage infrastructure to support the CGI Application(s).
 - 1.4.1.10. Perform storage growth analysis and monitoring, capacity, and performance management to support the solution environments.
 - 1.4.1.11. Perform backups and operational restoration testing and validation.
 - 1.4.1.12. Perform maintenance of the requisite environment configuration to support the CGI Application(s). This includes, but is not limited to, configuration of operating system, database, and port settings; naming and other conventions for use by the City and CGI; and system user access.
- 1.4.2. City Responsibilities:
- 1.4.2.1. Provide secure integrations and transmissions as well as SMTP mail services, including the provision, management, and maintenance of any required environment(s) and/or storage.
 - 1.4.2.2. Maintain solution configurations to support business needs, such as setting up Users, application control tables, parameters, and data such that it meets the City's business processing needs.
 - 1.4.2.3. Provide support for reporting including, but not limited to, creating, maintaining, and resolving Issues or Incidents with custom City reports.
 - 1.4.2.4. Execute testing including user acceptance testing and full production data (i.e., user and transaction volume) performance/load testing in support of Platform Enablement.
 - 1.4.2.5. Support CGI's environment maintenance activities, as needed.

1.5. CGI Application Maintenance

- 1.5.1. CGI Responsibilities:

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SaaS Services (Statement of Work)

- 1.5.1.1. Maintain customized CGI Advantage® scripts used to sanitize City's sensitive information from data stores. Customize scripts as needed for City-specific sanitization requirements due to business needs. Execute scripts against City data in one non-production environment as needed to support the Services. Move resulting data to internal CGI support environment(s).
- 1.5.1.2. Perform Issue management and resolution.
- 1.5.1.3. Provide Critical and Serious Issue Patches once available.
- 1.5.1.4. Patch Cadence: Provide Issue Patches as part of the CGI Advantage® Updates. CGI implements these on a regular schedule to the Patch Cadence Environment. Following the City testing window, CGI deploys the Patches to the other non-production and production environments.
- 1.5.1.5. Provide configuration management and application code version control and tracking for the CGI Application(s).
- 1.5.2. City Responsibilities:
 - 1.5.2.1. Support preparation of internal CGI support environment(s) by accommodating the use of one non-production environment for tasks outlined in 1.5.1.1 above. Review scripts to provide requirements for script customization and provide approval of final scripts and sanitized data prior to CGI use.
 - 1.5.2.2. Establish and perform application functional support and configuration activities such as workflow configuration, adding users to workflows, maintaining workflow metadata, maintaining centralized reference data, and providing support for the maintenance of decentralized reference data.
 - 1.5.2.3. Execute testing, including user acceptance testing, in support of CGI Advantage® Updates, including interfaces, reports and forms prior to production migration. Testing will generally include the City executing transactions and/or jobs in the Patch Cadence Environment which is available for two (2) weeks prior to the Patches moving to subsequent environments.
 - 1.5.2.4. Provide business intelligence (e.g., queries and reports) reporting analysis and end user support such as training and supporting Users on how to develop efficient and accurate custom ad-hoc queries/reports and appropriate times and methods to execute them.

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SaaS Services (Statement of Work)

1.6. Operations Management

1.6.1. CGI Responsibilities:

- 1.6.1.1. Update the Operational Framework Deliverable with the updated Processing Schedule annually.
- 1.6.1.2. Perform batch operations, delivery of production data to non-production environment(s), and Scheduled Maintenance per the Processing Schedule.
- 1.6.1.3. Perform updates to processing scripts and backups for the CGI Application(s) production environment as CGI determines to be necessary.

1.6.2. City Responsibilities:

- 1.6.2.1. Provide the updated Processing Schedule annually for each SaaS Services Period no later than ninety (90) calendar days preceding the beginning of the applicable year.

1.7. Disaster Recovery

1.7.1. CGI Responsibilities:

- 1.7.1.1. Maintain the Disaster Recovery Plan.
- 1.7.1.2. In the event of a natural disaster or similar emergency, restore the production CGI Application environments, databases, and network connectivity in accordance with maximum Recovery Point Objective ("RPO") and Recovery Time Objective ("RTO") recovery targets:
 - 1.7.1.2.1. RTO of one (1) hour; and,
 - 1.7.1.2.2. RPO of twelve (12) hours.
 - 1.7.1.2.3. Upon transition to the Third Party Hosting Supplier, the RPO is two (2) hours.
- 1.7.1.3. As part of the CGI Disaster Recovery Plan, perform one (1) scheduled disaster recovery exercise (DRE) per year. The scheduled exercise simulates the recovery of the production CGI Application environment and database(s) and requires a failover of the network for City's production environment via CGI's site recovery management tools. CGI leads the disaster recovery exercise, in accordance with the activities outlined in the Disaster Recovery Plan. The test includes a City disaster recovery testing window of four (4) hours per test. Disaster recovery test responsibilities include:

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SaaS Services (Statement of Work)

- 1.7.1.4. Coordinate City user access to the disaster recovery test environment;
- 1.7.1.5. Identify, document, and address Incidents discovered during a disaster recovery test; and
- 1.7.1.6. Provide a disaster recovery exercise results report to the City.
- 1.7.2. City Responsibilities:
 - 1.7.2.1. Review and adhere to the information provided in the CGI provided Disaster Recovery Plan, including limitations around test opportunities.
 - 1.7.2.2. Create and maintain a disaster recovery test plan, specifically to document elements that City will test.
 - 1.7.2.3. Participate in the disaster recovery test and execute activities assigned to the City.

1.8. Update Services – Feature Set Updates

Unless otherwise specified in the Order, Updates to Feature Sets are on-going and indefinite. The specific Feature Set to be used for each Update will be dependent on the available Feature Sets in effect when the applicable Update commences. Certain CGI and City responsibilities from Sections 2.1 through 2.8 of this Appendix D will apply to Updates in addition to those specified in this Section.

- 1.8.1. CGI Responsibilities during Updates
 - 1.8.1.1. Perform the update to the Update Cadence Environment.
 - 1.8.1.2. Update the Operational Framework with any updated Processing Schedule elements, as necessary during, or at the conclusion of, the Update.
 - 1.8.1.3. Update the existing Disaster Recovery Plan, if needed. During Updates, the existing disaster recovery environment remains viable for the existing production environment until the Update Go-Live Date, at which point it becomes viable for the newly updated production environment.
 - 1.8.1.4. Update the remaining non-production and production environments per the Production Cutover Plan.
- 1.8.2. City Responsibilities during Updates
 - 1.8.2.1. Coordinate with third parties, such as financial institutions, and CGI to prevent commingling of existing production and non-production data, integrations, or interface files with the Update environment(s).

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SaaS Services (Statement of Work)

- 1.8.2.2. Within sixty (60) days of Update deployment to Update Cadence Environment, perform testing, validation and training as needed.
- 1.8.2.3. Provide updates to the Processing Schedule, if needed.

EXHIBIT D-1

Service Level Agreement

This Exhibit D-1 (Service Level Agreement) sets forth the Service Level agreement of the parties with respect to the SaaS Services.

1. Business Service Level Management

1.1. Measurement and Calculation of Service Levels

CGI is responsible for measuring Service Levels and calculating appropriate Service Credits in accordance with this Exhibit D-1. CGI will utilize its then-current measurement and monitoring tools and procedures to track and report CGI performance in delivering the SaaS Services relative to the applicable Service Levels and will produce a CGI-defined monthly report.

1.2. Monthly Service Level Reports

CGI will provide monthly Service Level reports setting forth, for each item subject to Service Levels, the actual measured level of performance and resulting monthly Service Credits, if any. Delivery of the report will be no later than the fifteenth (15th) calendar day of the month following the reporting period. Reports will be retained in the Solution Support Center for two years after the date when made initially available.

2. Service Level Determinations

1.1. Calculation of Service Credits

City will be entitled to the applicable Service Credit(s) if CGI performance falls below applicable Service Level(s). CGI calculates the applicable Service Credit as specified in this Section 2, and the Service Credit is subject to the terms and conditions of the Agreement. CGI accrues and applies Service Credits to the next issued SaaS Services invoice. Service Credits shall be CGI's exclusive obligation and City's sole remedy for availability or quality of the SaaS Services, including any failure to meet a Service Level.

1.2. Availability Service Level

1.2.1. CGI Application Availability Calculation

1.2.1.1. Calculation Formula

CGI calculates the Availability Percentage for each applicable CGI Application for each month according to the following formula:

$$[(X - Y) / X] \times 100 = \text{CGI Application Availability Percentage}$$

Where –

X = planned minutes within the Hours of Availability for the applicable CGI Application in the month

Y = minutes that the applicable CGI Application was not available

EXHIBIT D-1

Service Level Agreement

For purposes of the calculation of CGI Application Availability Percentage, the variable Y excludes Issues and Incidents not attributable to CGI or its Subcontractors, Scheduled Maintenance and/or causes beyond CGI's reasonable control.

1.2.1.2. Example Calculation

As an example, CGI calculates the CGI Application availability for CGI Advantage® Financial Management in a month with twenty-six (26) days with Hours of Availability during which CGI Advantage® Financial Management was unavailable for three (3) hours as follows:

$$[(X - Y) / X] \times 100$$

$$[(18,720 \text{ minutes/month} - 180 \text{ minutes/month}) / 18,720] \times 100 = 99.04\%$$

Where –

$$X = 26 \text{ days} \times 12 \text{ hours/day} \times 60 \text{ minutes/hour} = 18,720 \text{ minutes/month}$$

$$Y = 3 \text{ hours/months} \times 60 \text{ minutes/hour} = 180 \text{ minutes/month}$$

1.3. Issue Severity Designations and Applicability

1.3.1. Issue Severity Designations and Applicability

1.3.1.1. With initial input from City regarding business impact, CGI designates Issue Severity. In making Issue Severity designations, CGI considers the definitions of the Issue Severity, possible workarounds, and the impact of the applicable Issue on Solution functionality.

1.3.1.2. Where City disagrees with CGI designation of Issue Severity for an Issue, City will provide further written business justification to CGI to allow CGI to re-evaluate the Issue Severity designation. In the event the parties cannot agree on an Issue Severity designation, City may formally escalate the disagreement through the communication protocols documented in the Operational Framework.

1.3.1.3. For Critical Issue(s), CGI will escalate the issue if not resolved within one (1) hour, and such Critical Issue(s) is worked until resolved by CGI. For Serious Issue(s), City may request escalation if not resolved within four (4) hours, and such Serious Issue(s) is worked until resolved by CGI.

1.3.1.4. With initial input from City regarding business impact, CGI designates Issue Severity. In making Issue Severity designations, CGI considers the definitions of the Issue Severity, possible workarounds, and the impact of the applicable Issue on SaaS Services functionality.

EXHIBIT D-1
Service Level Agreement

3. Service Levels

This Section 3 specifies the SaaS Service items that are subject to Service Levels and the applicable Service Level metrics. In addition, this Section 3 addresses the Service Credits that apply to missed Service Levels. The monthly Service Credit specified below for each SaaS Service Item will be escalated as follows:

In the event the same Service Level is missed in two (2) consecutive months, the applicable Service Credit for the second such month will be doubled. In the event the same Service Level is missed in three (3) or more consecutive months, the applicable Service Credit for the third such month and subsequent months will be tripled. Once CGI has achieved the applicable Service Level target, the Service Credit resets to the Base Service Credit outlined in the table below unless and until the occurrence of a consecutive miss.

In no event will City be entitled to assess Service Credits in any given month totaling more than ten percent (10%) of one-twelfth (1/12) of annual SaaS Services Fees for the applicable contract year.

SaaS Service Item	Service Level	Service Credit (% of Monthly SaaS Services Fee)
CGI Application Availability	99.7% (CGI Private Cloud) 99.8% (upon transition to Third Party Hosting Supplier)	3%
Critical Issue Response	CGI acknowledgement of receipt within 15 minutes	2%
Serious Issue Response	CGI acknowledgement of receipt within 30 minutes	2%
Transaction Response Times	Percentage of applicable system transactions processed in <2 sec: 90% <3 sec: 95% <4 sec: 98% <5 sec: 99%	3%

4. Service Level Agreement Applicability

EXHIBIT D-1

Service Level Agreement

The parties will apply Service Levels in accordance with this Section 4.

3.1. Commencement of Service Level Measurement and Reporting

Measurement and reporting of Service Levels without assessment of Service Credits begins on the Go-Live Date. Assessment of Service Credits takes effect beginning on the first day of the first full month beginning ninety (90) calendar days after the Go-Live Date.

3.2. CGI Application of Service Levels to Production Environments and Use

The Service Levels apply only to the production environment and production use of the applicable SaaS Services items for which CGI is solely responsible.

3.3. Incident Triggering Multiple Service Levels

Where a single Issue or Incident triggers more than one Service Level, only the Service item with the highest Service Credit will apply and result in assessment of a Service Credit.

3.4. Inapplicability of Service Levels and Service Credits

Service Levels and Service Credits do not apply:

- 3.4.1. In any case when they have been suspended pursuant to Section 3.5 below;
- 3.4.2. To disaster recovery testing activities; or
- 3.4.3. In any case where CGI's failure to meet a Service Level results directly or indirectly from:
 - 3.4.3.1. If applicable, User behavior in the use of these CGI Applications exceeding the practical limits of the CGI Application or CGI System, as documented in Section 7.2 (Sizing Information) of the Contract; or
 - 3.4.3.2. City or City's other contractors failing to perform City's responsibilities under the Agreement; or
 - 3.4.3.3. Any other conditions or events beyond CGI's reasonable control.

3.5. Suspension of Service Levels and Service Credits

Service Levels and Service Credits will be suspended:

- 3.5.1. For ten (10) calendar days after the Go-Live Date of CGI Advantage® Updates other than Patches;
- 3.5.2. For twenty (20) calendar days after the Go-Live of major functionality as mutually agreed upon by the parties, or a new implementation that is covered by the Statement of Work or a Work Order governed by the Contract;

EXHIBIT D-1
Service Level Agreement

3.5.3. If CGI is delayed in addressing an Incident because CGI is waiting for City to provide additional information, measurement of CGI's non-conformance with the applicable Service Level(s) until City provides the required information;

3.5.4. During any Force Majeure event; and

3.5.5. During any period in which the Solution is operating in disaster recovery.

3.6. Measurement of CGI Nonconformance with Service Levels

Once CGI makes a correction available to resolve an Issue or Incident impacting one or more Service Levels, measurement of CGI's non-conformance with the applicable Service Level(s) will end, regardless of when City approves and proceeds to apply the correction. If, upon application of the correction, the Issue or Incident is not resolved, measurement of CGI non-conformance with the applicable Service Level(s) will resume upon CGI's receipt of written notification from City and CGI confirmation of the failed resolution, provided that City notification of failed resolution is received by CGI no later than the close of the Business Day following delivery of the applicable correction by CGI. Otherwise, the Issue or Incident underlying City's failed resolution notice will be treated as a new Issue or Incident for purposes of applying Service Levels.

3.7. Exception to CGI Application Response Time Targets

Due to the potential variability in report complexity, the proposed Transaction Response Times excludes ad-hoc queries and City specific report response times.

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Appendix E:

Security Program

APPENDIX E

Security Program

This Appendix E specifies the terms and conditions applicable to the handling of City Content associated with the CGI System, the security services and features used to maintain the CGI System security and City Content privacy, and the division of responsibilities between the Parties for security services.

1. City Content

1.1. Commitment to City Content Security

CGI and City will take reasonable measures to protect City Content against unauthorized access, use, or disclosure.

1.2. Accessing/Processing City Content

Personnel, Affiliates, subcontractors, and suppliers of CGI will not access or process City Content:

1.2.1. Except as authorized by the Agreement and associated Annual Planning Document or Statement of Work; and

1.2.2. Unless and until they are obligated by written agreements no less stringent than the Agreement to maintain the security and privacy of City Content during and after the term of the Agreement and associated Annual Planning Document or Statement of Work.

1.3. Disclosure of City Content in General

CGI will not disclose City Content outside of CGI or its Affiliates, subcontractors, and suppliers except:

1.3.1. As City directs;

1.3.2. As expressly permitted in the Agreement and associated Annual Planning Document or Statement of Work; or

1.3.3. As required by law.

1.4. Disclosure of City Content to Third Parties

CGI obligations specified in this Subsection 1.4 apply to CGI Affiliates, personnel, subcontractors, and suppliers. Upon receipt of any request for City Content from a third party, including law enforcement authorities, CGI will promptly notify City unless prohibited by law. CGI will reject the request unless required by law to comply. If the request is valid, CGI will attempt to redirect the third party to request the data directly from City. If CGI is compelled by a law enforcement authority or other governmental entity to disclose City Content, CGI will promptly notify City and provide a copy of the demand unless legally prohibited from doing so. CGI will not provide to any third party:

APPENDIX E

Security Program

- 1.4.1. Direct, indirect, blanket, or unfettered access to City Content;
- 1.4.2. Platform encryption keys used to secure City Content or the ability to break such encryption; or
- 1.4.3. Access to City Content if CGI is aware that the applicable City Content is to be used for purposes other than those stated in the third party's request.

In support of CGI's obligations under this Subsection 1.4, CGI may provide City's basic contact information to the third party.

1.5. Security Incident Notification

If CGI becomes aware of a Security Incident, CGI will promptly:

- 1.5.1. Notify City of the Security Incident via secure means and to the ITA FMS Project Manager.
- 1.5.2. Investigate the Security Incident and provide City with detailed information about the Security Incident;
- 1.5.3. Take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

CGI's fulfillment of its obligation to report or respond to a Security Incident under this Subsection is not an acknowledgement by CGI of any fault or liability with respect to the Security Incident. City must notify CGI promptly about suspected or known Security Incidents, such as misuse of its accounts or authentication credentials or any security threats related to the Services or CGI System.

1.6. Security Access

- 1.6.1. CGI Application(s) Authorized User access will be managed by City. CGI System user access will be managed by, and for the exclusive use of, CGI. In case of any Security Incident or hazard, CGI will have the right in its sole discretion to suspend any SaaS Services it deems necessary to prevent any harm to City, CGI, or CGI customers and their respective businesses. CGI will promptly provide notice to City of any such suspension.

2. Security Services and the Parties' Associated Responsibilities

This Section 2 specifies the security services required to support the SaaS Services and the party responsible for those Services.

1.1. CGI Responsibilities for Security Services

- 1.1.1. Design, procure, provide, and/or build the applicable security controls and services required by the NIST 800-53 Moderate baseline prior to commencing operations. These security

APPENDIX E

Security Program

services such as vulnerability management, identity and access management, malware protection, encryption of sensitive information, continuous security monitoring, and user access are necessary for CGI to manage and maintain the CGI System.

1.1.2. As part of each CGI Application(s) environment's readiness availability per the Project Schedule, implement security services specified in Subparagraph 1.1.3.

1.1.3. Identify and define required unique technical environment user groupings and their included user list as well as their relationship to each environment and servers therein. This includes all types of technical environment access (i.e., integrated system access). Perform validation of access as appropriate.

1.2. City Responsibilities for Security Services

1.2.1. Define, perform, and manage CGI Application(s) security configuration including, but not limited to, updating new and revised user security data and resource groups, assisting users with user ID and password resets, locking, or removing users that no longer need access, testing user access as needed, and auditing user access.

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Appendix F:

Data Processing Addendum

APPENDIX F

Data Processing Addendum

- **City** is also referred to as “**Data Controller**” in this Appendix F.
- **CGI** is also referred to as “**Data Processor**” in this Appendix F.

1. GENERAL

- 1.1. The Parties, in accordance with the Applicable Data Protection Legislation, hereby agree to the provisions of this Data Processing Addendum (the “DPA”) to provide safeguards for the Processing of City’s Personal Data by CGI under the Agreement
- 1.2. This DPA forms an integral part of the Agreement.
- 1.3. To the extent that the provisions of this DPA are in any respect inconsistent or in conflict with any provisions of the Agreement, the provisions of this DPA shall prevail and govern.

2. DEFINITIONS

For purposes of this DPA, the following terms shall have the meanings set out below and any other capitalized terms, not defined herein, shall retain the meaning ascribed to them in the Agreement.

“**Applicable Data Protection Legislation**” means any and all laws and regulations which are applicable to the Processing of Personal Data including, without limitation: the California Consumer Privacy Act of 2018 (“CCPA”), the California Privacy Rights Act of 2020 (“CPRA”), the Virginia Consumer Data Protection Act (“VCDPA”), and all other applicable U.S. privacy, consumer, and data protection laws.

“**Auditor**” means an independent third party auditor provided that such third party shall not be a competitor of CGI. Competitors of CGI include entities whose primary business line, whether on shore or offshore, is in information technology outsourcing services, enterprise resources management services, managed/cloud services, out-tasking, software development and maintenance, or information technology systems consulting services), but do not include the audit arms of the major accounting firms.

“**Personal Data**” means any information relating to an identified or identifiable natural person (“**Data Subject**”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; including without limitation any other equivalent term as defined in, and subject to, Applicable Data Protection Legislation.

APPENDIX F

Data Processing Addendum

“Personal Data Incident” means an incident known or reasonably expected to result in the accidental or unlawful destruction, loss, alteration, seizure, unauthorized disclosure of or access to, City’s Personal Data.

“Process, Processing or Processed” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as access, collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation (including remote access), use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction including, without limitation, processing as defined in, and subject to, applicable Data Protection Legislation.

“Sell” or “sale” or “share” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s personal information by the business to another business or a third party for monetary or any other non-monetary valuable consideration. ‘Sale’ does not include Personal Data shared or transferred to CGI by City for the provision of Services under the Agreement.

“Services” has the meaning ascribed to it in the Agreement.

3. TERM AND DURATION OF THE DPA

Unless terminated earlier in accordance with the terms of the Agreement, the DPA shall continue for the duration of the Processing as detailed in Exhibit F-1 to this DPA.

Any provisions of this DPA that impose or contemplate continuing obligations on a party, including, but not limited to, those related to confidentiality and liability, shall survive the expiration or termination of this DPA.

4. DATA PROCESSING OBLIGATIONS

CGI will comply with the Applicable Data Protection Legislation applicable to it as a service provider and City will comply with the Applicable Data Protection Legislation applicable to City.

CGI will Process City’s Personal Data in accordance with City’s written instructions. Exhibit F-1 describes City’s instructions, the scope of the Processing, the types of Personal Data Processed by CGI on behalf of City and the categories of Data Subjects. Any modification to Exhibit F-1 will require the prior written agreement of the Parties and will be subject to the Change Order process if the modification impacts the price of the Services.

CGI and its subcontractors may not use, directly or indirectly, City’s Personal Data or any other City data to train any artificial intelligence, machine learning, large language models, or similar algorithms or systems.

APPENDIX F

Data Processing Addendum

Considering the scope, context, and purposes of the Processing of City's Personal Data by CGI, as well as the risk for the rights and freedoms of Data Subjects, CGI will:

- take appropriate technical and organizational measures that provide a level of security that is appropriate to the risks involved in the Processing of City's Personal Data by CGI.
- maintain a record of the Processing activities for which it is responsible.
- require that its personnel:
 - comply with Applicable Data Protection Legislation applicable to CGI as a service provider.
 - process City's Personal Data exclusively in accordance with City's written instructions and this DPA.
 - disclose Personal Data to other members of CGI's personnel only as necessary to provide the Services and to satisfy CGI's obligations under the Agreement.
 - annually complete appropriate training regarding privacy, confidentiality, and information security prior to Processing City's Personal Data;
 - make its personnel aware of CGI's as well as their own duties and obligations under Applicable Data Protection Legislation, the Agreement and this DPA;
 - promptly and securely destroy all copies of Personal Information that are no longer needed to fulfil the purpose(s) for which it was made available to CGI by City; provided however, CGI may retain Personal Information in CGI's automated back-up system and any such retained Personal Information shall be subject to the provisions of Section 6 of the Agreement;
 - not collect Personal Information unless doing so is necessary for the performance of its obligations under the Agreement;
 - without undue delay, but no later than 72 hours after having confirmed a Personal Data Incident, advise City of the Personal Data Incident as follows:
[Insert applicable method, e.g., an email address or phone number];
 - report any privacy rights request to City within 72 hours after having received such a request and will assist City in meeting City's own obligations under Applicable Data Protection Legislation, including:
 - fulfilling any verified deletion requests at the direction of City; and
 - assisting with verified access requests, including providing a copy of responsive Personal Information maintained by CGI in a portable and readily usable format;
 - not Sell or share any Personal Information received from City or retain, use, or disclose the information outside of the direct business relationship with City.

APPENDIX F

Data Processing Addendum

CGI agrees that it understands the restrictions and requirements set forth herein as required by the Applicable Data Protection Legislation, will comply with them, and will require that any subcontractors used to process City's Personal Data also agree to comply with these restrictions and requirements.

In performing their respective obligations under this DPA, neither party shall be required to undertake any activity that would violate Applicable Data Protection Legislation. If CGI believes that City's instructions with respect to the Processing of City's Personal Data infringes the Applicable Data Protection Legislation, CGI shall inform City accordingly.

4.1. CGI shall, subject to the terms and conditions set out in:

- Appendix F –City Audit_Rights, allow City to perform, at City's cost and expense, an audit to verify CGI's compliance with the obligations set out in this DPA.
- Upon expiration or termination of this DPA, CGI shall cease to Process City's Personal Data and return and/or destroy City's Personal Data in accordance with City's documented instructions, unless applicable laws require City's Personal Data to be otherwise retained.

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City Data Processing Instructions

1. Purpose of the Processing

The purpose of the Personal Data Processing is the performance of the Services under the terms and conditions set out in the Agreement.

2. Duration of the Processing

The duration of the Processing corresponds to term of the Agreement.

3. Nature of the Processing

The nature of the processing carried out by the Processor under the Agreement INCLUDES:

☒ Record Personal Data	☐ Use Personal Data for test and support purposes only
☒ Organize or structure Personal Data	☒ Disclose Personal Data by transmission, dissemination, or any other form of making data available
☐ Temporarily conserve Personal Data	☐ Reconcile Personal Data
☒ Adapt or modify Personal Data (user rights management)	☒ Limit the Personal Data in the way of managing access rights to data
☒ Extract or consult Personal Data	☐ Erase or destroy Personal Data
☐ Other, (please elaborate):	

4. Categories of Personal Data

☒ Name & Contact Details	☐ City history
☒ Identification Numbers	☒ Bank data (RIB, IBAN, credit card number, transactions)

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☐ Photos or recordings such as video or telephone recording	☒ Billing or payment details
☒ Business contact data (e. g. company, address, telephone, e-mail)	☐ Evaluation or rating data
☐ Personal life data (life habits, family situation, etc.)	☒ Connection data (IP addresses, logs, etc.)
☐ Data relating to professional life (resume, training, distinctions, etc.)	☐ Location data (travel, GPS, GSM, etc.)
☒ Economic and financial information (income, financial situation, tax status, etc.)	
☐ Other, (please elaborate):	

5. Special Categories of Personal Data

☐ Personal Data which reveal racial or ethnic origin	☐ Biometric data for the purpose of identifying a natural person
☐ Personal Data which reveal political opinion	☐ Health Data
☐ Personal Data which reveal philosophical or religious conviction	☐ Personal Data which reveal sex life or sexual orientation
☐ Personal Data which reveal union membership	☐ Personal Data which reveal criminal conviction or infraction
☐ Genetic data	☒ Social Security Number

6. Categories of Data Subjects

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☒ Employees and former employees (including trainees)	☐ Subscribers
☐ Visitors	☒ Providers, Consultants
☐ Prospects	☐ Trade Representatives
☒ City Customers	☒ Contacts
☐ Other, (please elaborate):	

7. List of Authorized Sub-Processors

#	Name of the Sub-processor	Country Where Sub-Processing Will Take Place	Purpose of the Processing by the Sub-processor
1	Microsoft	United States	• Advantage Insight / Power BI – Advantage reporting data will be processed by Power BI and rendered back to a City end-user • Hosting in Azure
2	Snowflake	United States	• Data Lake – a storage repository for Advantage data for processing within Advantage Insight

8. Notices

Any notice or other communication required or permitted to be made or given by either party pursuant to this DPA will be in writing, in English, and will be deemed to have been duly given: (i) five (5) Business Days after the date of mailing if sent by registered or certified mail, postage prepaid, with return receipt requested; or (ii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the

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City Data Processing Instructions

other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this Section:

Data Privacy Notices Contacts	
CGI Data Privacy Contact: CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8th Floor Fairfax, VA 22030 Attn: Email: privacy.uscsq@cgi.com	City Data Privacy Contact: ITA Information Security Office 200 N. Main Street, CHE, 14th Floor Los Angeles, CA 90012 Attn: Email: ita.security@lacity.org

9. Technical and Organizational Security Measures

CGI undertakes to implement the following technical and organizational security measures which aim to protect Personal Data against accidental or unlawful destruction, accidental loss or alteration, unauthorized disclosure, or access in accordance with the Applicable Data Protection Legislation:

Categories of Measures	Categories of Measures Description	Technical and Organizational Security Measures implemented by CGI
Encryption	Encryption means measures implemented to protect the confidentiality of data stored (in the database, in flat files, backups, etc.), as well as the procedure for managing encryption keys (creation, storage, change in the event of suspected cases of data compromise, etc.)	CGI applies encryption for the following scenarios to protect information while in transit or in storage: · All laptop computers utilize full disk encryption. · All PCs (laptop and desktop) utilize portable media encryption. · All CGI mobile devices (smartphones and tablets) are encrypted.

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Categories of Measures	Categories of Measures Description	Technical and Organizational Security Measures implemented by CGI
		· Remote access connections are encrypted using either SSL or IPsec. · SSL encryption is leveraged for application access. · Business to business interconnections with third parties are established through private networks or encrypted networks leveraging IPsec. · All CGI Wi-Fi networks are encrypted by default (WPA2 with AES encryption). · Email exchanged with Citys and partners are encrypted at the server level by default using TLS if City supports encryption.
Logical access control	Automated system that controls an individual's ability to access one or more computer system resources, such as a workstation, network, application, or database.	CGI password rules are established, and authentication technologies are in place (username and password, two-factor authentication, etc.) based on the sensitivity of the information being accessed. Two-factor authentication is required for all remote access to CGI networks.
Traceability (logging)	Traceability and log management	CGI's standards provide guidance for logging of network activity and of critical systems and applications. Key event data is logged and monitored in real-time by CGI's dedicated global security operations center (" GSOC "). System logs are securely stored, independently reviewed, and safeguarded from unauthorized changes or alteration.

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Categories of Measures	Categories of Measures Description	Technical and Organizational Security Measures implemented by CGI
Archiving	Maintain documented information to the extent necessary to support the operation of processes and retain documented information to the extent necessary to have confidence that the processes are being carried out as planned.	As per CGI's record retention policy, all CGI employees must follow the applicable records retention procedures for all records created or received in connection with their work. Records are sent to archives when they are no longer required for daily work, awaiting their expiration, unless otherwise required by applicable laws. All emails sent and received from a CGI mailbox are archived as per CGI's applicable record retention schedule.
Paper document security	Where paper documents containing data are used during the processing, guidelines on how they are printed, stored, destroyed, and exchanged.	All CGI and City records are managed and maintained in accordance with CGI's record retention policy. CGI annually reviews its records in accordance with CGI's applicable records retention schedule to confirm that records that have reached the end of their retention period are properly destroyed.
Operating Security	Reduce the possibility and the impact of risks on assets supporting personal data	CGI keeps a comprehensive inventory of assets and records, and provides guidance on handling data (storage, transmission, printing, destruction, etc.) according to its classification. Asset ownership is also properly assigned and managed throughout its

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City Data Processing Instructions

Categories of Measures	Categories of Measures Description	Technical and Organizational Security Measures implemented by CGI
		lifecycle. Acceptable use of IT and information assets is clearly communicated through CGI's security and acceptable use policy. The lifecycle of company records is managed and maintained through CGI's records management and retention policies and procedures. CGI restricts the creation of hardcopy material displaying personal data to the minimum needed to fulfill the legitimate processing purpose.
Backups	Means that are implemented to allow for the availability and/or integrity of the personal data, while maintaining their confidentiality.	CGI essential and critical information (including City information stored in CGI's owned or shared environment) and systems are backed up with the capability to restore data if needed. Backup media is encrypted and stored off site using trusted storage suppliers.
Third Party Suppliers (incl. subcontractors, cloud providers, etc.) - Processing contracts	Only use third party suppliers that can provide sufficient safeguards (in terms of specialized knowledge, reliability, and resources).	CGI has implemented a mandatory third party due diligence process. CGI requires third party suppliers to communicate their information system security policy before signing a contract with them. CGI requires subcontractors and others third parties engaged by CGI with access to Personal Data to enter into data processing agreements or equivalent. These agreements define the subject, the length, and the purpose of the Processing, as well as obligations of each party, in particular provisions targeting:

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City Data Processing Instructions

Categories of Measures	Categories of Measures Description	Technical and Organizational Security Measures implemented by CGI
		- their obligation in terms of confidentiality of the entrusted Personal Data; - minimal standards in terms of user authentication; - conditions of restitution of data and/or its destruction at end of the contract; - incident management and notification rules (including notification of the data controller whenever a security breach or a Security Incident is discovered). For cloud providers, CGI has defined several principles for the responsible use of cloud.
Network Security Management	Type of network on which the processing is carried out (isolated, private or Internet). Firewall system, intrusion detection systems or other active or passive devices provided for network security.	Network zones are defined, and rules are in place so that physical and logical access controls, and authentication and encryption requirements are maintained. Segregation (based on zones) to manage traffic flow and preserve confidentiality, integrity and authenticity of information are maintained in accordance with industry standards. City networks are isolated from CGI's network and other City networks. All CGI administrative accesses to City networks are controlled via secure remote access gateways leveraging

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City Data Processing Instructions

Categories of Measures	Categories of Measures Description	Technical and Organizational Security Measures implemented by CGI
		encryption and two-factor authentication. Business to business interconnections with third parties are established through private networks or through encrypted networks leveraging Internet Protocol Security (IPsec). Sensitive data transmitted over untrusted networks is encrypted. All remote access systems leverage encryption (Secure Sockets Layer (SSL)) or IPsec), require two-factor authentication so that access is limited to only duly authorized individuals. All CGI Wi-Fi networks are encrypted by default (WPA2 with AES encryption) and require appropriate authentication and authorization (username password or digital certificate). CGI networks are monitored for cyber-threats through various technologies. Technologies including intrusion detection/prevention, behavior analysis and advanced threat detection are deployed at the network perimeter and within the internal network and are monitored by GSOC.

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Categories of Measures	Categories of Measures Description	Technical and Organizational Security Measures implemented by CGI
Physical access control	Means to provide for physical security (zoning, escorting of visitors, wearing of passes, locked doors and so on). Warning procedures in place in the event of a break-in.	<u>Secure Areas</u>: Based on defense-in-depth strategies, CGI's physical security policy and supporting standards provide specific and risk-based guidance on secure areas (zones). <u>Operating Standards</u>: Zone-based guidance is provided for building construction, physical locks and controls, physical access, fire/life safety and other procedural controls in all CGI offices and datacenters. <u>Data Centers</u>: Due to the sensitive and critical nature of assets stored in datacenters, CGI has additional security controls and procedures in place to protect information contained within these facilities. CGI maintains records of all assets incoming and outgoing, to/from its datacenters. Critical services (power, network, HVAC, fire suppression, etc.) are provided in redundant fashion, and all critical equipment is maintained by vendor supported contracts. Assets are securely disposed of when no longer needed. Clear desk policies are in place and enforced.
Monitoring network activity	Intrusion detection systems and intrusion prevention systems	The GSOC provides ongoing security monitoring, incident management, threat intelligence, threat management and forensic investigation. The GSOC monitors CGI's network and critical assets on a 24x7 basis in geographies

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City Data Processing Instructions

Categories of Measures	Categories of Measures Description	Technical and Organizational Security Measures implemented by CGI
		that CGI operates. The GSOC also provides ongoing proactive testing of CGI's network to evaluate if controls perform as expected against the current cyber-threats.
Overall Approach to Privacy	CGI has designated a chief privacy officer (CPO) overseeing CGI's global data protection strategy, enterprise-wide data protection policies and procedures, and data protection regulatory compliance, and a network of employees who function as privacy business partners and who may also be appointed as data protection officers in accordance with Applicable Data Protection Legislation. As a global IT and business consulting services organization, CGI is committed to maintaining levels of protection of Personal Data aligned to best practices in the industry which, as a minimum, comply with the requirements of the Applicable Data Protection Legislation and CGI's contractual obligations. As part of this commitment, CGI requires its employees and any third party engaged by CGI to comply with CGI's data privacy policy. As part of CGI internal process, CGI must complete a standard data privacy and security checklist and when applicable, a cloud risk assessment for all City opportunities and internal projects to assess privacy and security risks. On July 22, 2021, the French Data Protection Authority (CNIL) approved CGI's binding corporate rules ("BCRs") (BCR-P and BCR-C). More information is available on the CGI web site (Privacy page).	
Personnel management	Awareness-raising controls carried out with regard to a new recruit and controls carried out when persons who have	<u>Background Checks</u> : CGI performs background checks on all employees and subcontractors. The nature of these background checks depends on the role and related security requirements under the Agreement

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City Data Processing Instructions

Categories of Measures	Categories of Measures Description	Technical and Organizational Security Measures implemented by CGI
	been accessing data leave their job.	(e.g., background, credit, criminal, government, etc.). <u>Terms and Conditions of Employment:</u> All CGI employees and subcontractors are committed to CGI's security policies and standards, including a security and acceptable use policy, the CGI <i>Code of Ethics</i>, and any other specific security requirements relevant to their role and position. <u>Training:</u> All CGI Members and subcontractors are required to take part in mandatory privacy and security awareness trainings. Data privacy training is conducted on an annual basis to educate members about privacy fundamentals and their individual compliance obligations. Security awareness training is conducted on an ongoing basis to educate members about their security responsibilities so that they are equipped to recognize threats (including cyber threats) and are prepared to report any potential Security Incidents. In addition, information campaigns (posters, snippets, advertisements, etc.), and simulation exercises for risks related to phishing are conducted. CGI's global security awareness program undergoes continual improvement to meet emerging threats and risks to CGI and its Citys and partners.

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Categories of Measures	Categories of Measures Description	Technical and Organizational Security Measures implemented by CGI
		<u>Management Responsibilities:</u> Responsibilities of management are defined in the information security policy, and employees/subcontractor access and permissions are based on roles. They are updated as job functions change and removed when employees leave CGI and/or upon termination of a contract with a subcontractor.

10. Existing City of Los Angeles Inbound and Outbound integrations

The table below provides an inventory of the inbound and outbound interfaces at the time of contract.

System	Inbound (IB) Outbound (OB)	Short Description
TROY	Outbound	CTR CHKS - Check Print (ALL)
TROY	Outbound	CTR CHKS - Check Print for WCAL Disbursement
TROY	Outbound	CTR CHKS-Check Print for Garnishment Disbursement
TROY	Outbound	CTR CHKS-Check Print for Special Disbursement
FMS / PB	Inbound	PB ACTV Table Export
FMS / PB	Inbound	PB APPR Table Export
LATAX	Inbound	LATAX - Business Tax Certification Numbers

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City Data Processing Instructions

System	Inbound (IB) Outbound (OB)	Short Description
FMS / PB	Inbound	PB Activity Budgets
FMS	Inbound	PB Allotments for Appr Bud
FMS	Inbound	PB Appropriation Budgets
FMS	Inbound	PB Revenue Budgets
PAYSR	Inbound	PaySR - Cancellations Charges
PAYSR	Inbound	PaySR - Labor Charges
PAYSR	Inbound	PaySR - Manual Charges
PEP	Inbound	Street Serv - Equipment Usage Charges
PEP	Inbound	Street Serv - Equipment Usage Charges
CAMS	Inbound	Street Services - Asphal Internal Charges
CVS	Inbound	Street Services - Truck Internal Charges
Commodity AP	Internal	Credit Memo Cancel PARM
Commodity AP	Internal	Credit Memo Cancel XML
ECA-AOI	Inbound	External Agency - Collection Returns
CUBS	Inbound	Office of Finance - Collection Returns
RAPCRC	Inbound	Recs and Parks - Cash Receipt Correction
LATAX	Inbound	LATAX - Cash Receipt Correction
FIDDS	Inbound	Public Works - Cash Receipt Correction
CashWiz	Inbound	Treasurer - Cash Receipts and Interest Alloc

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System	Inbound (IB) Outbound (OB)	Short Description
WFG-LBX	Inbound	Cash Receipt from Lock Box
BCU-EPY	Inbound	Fire - Brush - Cash Receipt
JPM-LBX	Inbound	JPM Lockbox
FIDDS	Inbound	DPW - FIDDS - ITI Cancellation
USB EPay	Internal / Inbound	Controller - EPAY VCM
JPM & USB	Internal / Inbound	CTR FMS JV Treasurer Paid Warrants Interface
Ellipse	Inbound	SAN MR Interface
EWPG	Inbound	City Clerk - Expenditures
LATAX	Inbound	LATAX - Refunds
PAYSR	Inbound	CTR (PAYSR to FMS) - Expenditures
EBS	Inbound	Harbor - Expenditures
PAYSR	Inbound	PaySR - Garnishments
ROVD	Inbound	Police - Expenditures Run
PAYSR	Inbound	PaySR - Retro Internal Costing
PEP	Inbound	Street Serv - Equipment Usage Intern Cost
CVS	Inbound	Street Serv - Truck Internal Costing
PAYSR	Inbound	PaySR - Adjustment Internal Costing
PAYSR	Inbound	PaySR - Banked OT Internal Cost
PAYSR	Inbound	PaySR - Manual Internal Costing

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System	Inbound (IB) Outbound (OB)	Short Description
PAYSR	Inbound	PaySR - Recharge Internal Costing
PAYSR	Inbound	PaySR-Cancellations Internal Costing
PAYSR	Inbound	PaySR-Labor Distrib Internal Cost
PAYSR	Inbound	PaySR-Mileage Distrib Internal Cost
AMS	Inbound	Street Lighting - Internal Costing -
CAMS	Inbound	Street Services - Asphal Internal Costing
	Inbound	Street Serv - Equipment Usage Internal Cost
FIDDS	Inbound	FIDDS - Internal Exchange Transaction
PAYSR	Inbound	PaySR - Split Pay Roll Internal Vchr
LATAX	Inbound	Latax Tax Intercept Interface
FIDDS	Inbound	DPW - FIDDS - ITA
JPM-ARP	Inbound	JPM ARP PRPAY
JPM-BAI	Inbound	JPM BAI PRPAY
GCDS	Inbound	CTR GCDSZ - JV Treasurer Paid Warrants
GCDS	Inbound	CTR GCDS - JV Treasurer Paid Warrants
GCDS	Inbound	CTR GCDSA - JV Treasurer Paid Warrants
PAYSR	Inbound	PaySR - Cancellation Journal Voucher
PAYSR	Inbound	PaySR - Deductions Journal Voucher
PAYSR	Inbound	PaySR - JV Retro Payment for Tax Deductions
PAYSR	Inbound	PaySR - Manual CV Journal Voucher

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System	Inbound (IB) Outbound (OB)	Short Description
PAYSR	Inbound	PaySR - Pensioner Excess Payroll Payments JV (T)
PAYSR	Inbound	PaySR - Recharge CV Journal Voucher
PAYSR	Inbound	PaySR - Retro CV Journal Voucher
PAYSR	Inbound	PaySR - Retro Journal Voucher
PAYSR	Inbound	PaySR-Cancellation CV Journal Vouch
PAYSR	Inbound	PaySR-Deduction Recap Journal Vouch
PAYSR	Inbound	PaySR-Emergency Checks Jrnal Voucher
PAYSR	Inbound	PaySR-Labor CV Journal Voucher
PAYSR	Inbound	PaySR-Labor Journal Vouch(C1,C2,C3)
Ellipse	Inbound	Sanitation - Ellipse - Receiver
VMS	Inbound	Fire - Detailed VMS Receivables
Paradigm	Inbound	Sanitation - Detailed Receivables
BIDS	Inbound	City Clerk - Detailed Receivables
LopezCyn	Inbound	Sanitation - LOPEZCYN Detailed Receivables
HR	Inbound	Fire - Detailed Receivables
EPS	Inbound	Planning - EPS Detailed Receivables
FCR	Inbound	Planning - FCR Detailed Receivables
BIDS	Inbound	City Clerk - Customer Creation
VCC	Inbound	Fire - Customer Creation

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System	Inbound (IB) Outbound (OB)	Short Description
VMS	Inbound	Fire - Customer Modification
ETIME	Inbound	Engineering - Work Order Setup
ETIME	Inbound	General Services - Work Order Setup
SOS	Inbound	ITA Service Desk - Work Order Setup
ETIME	Inbound	Planning - Work Order Setup
RES	Inbound	Bureau of Street Services - Work Order Setup
ETIME	Inbound	Engineering - Work Order Update
ALLOC	Inbound	Economic Workforce - Work Order Update
SOS	Inbound	ITA Service Desk - Work Order Update
WOINF	Inbound	Public Work - Work Order Update
ETIME	Inbound	General Services - Work Order Update
PB	Inbound	Import FMS Data to PB - YTD / PY
JPMChase	Outbound	JPMorgan Chase Bank - Checks and ACH
JPMChase	Outbound	JPMorgan Chase Bank - WIRE
M5	Outbound	Material Codes to VMS
FMS - Internal	Internal	Salvage Job Export
M5	Outbound	Fleet Transactions to FIR VMS (Extract + Trim)
M5	Outbound	Fleet Transactions to GSD VMS (Extract + Trim)

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System	Inbound (IB) Outbound (OB)	Short Description
M5	Outbound	Fleet Transactions to POL VMS (Extract + Trim)
HIMS	Outbound	Housing - Encumbrances
HIMS	Outbound	Housing - Expenditures
HIMS	Outbound	Housing - Warrant
LATAX	Outbound	LATAX - Warrant
EBS	Outbound	Harbor - Warrant

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