

**CONTRACT AMENDMENT NUMBER 10 TO AGREEMENT C-114340
BETWEEN THE CITY OF LOS ANGELES
AND
CGI TECHNOLOGIES AND SOLUTIONS INC.
FOR THE FINANCIAL MANAGEMENT SYSTEM**

This Contract Amendment Number 10 to Agreement No. C-114340 (the "Agreement") is effective on the date of last signature (the "Effective Date"), by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "CITY") and CGI Technologies and Solutions Inc. (hereinafter referred to as "Contractor" or "CGI"), with reference to the following facts.

A. On August 26, 2008 the City Clerk attested to the Agreement for the implementation of the Financial Management System, as defined therein, in the Project Price amount of Fourteen Million, Six Hundred Sixty-Seven Thousand, Four Hundred Eighty Dollars (\$14,667,480).

B. On September 10, 2008 the City Clerk attested to the First Amendment, which transferred the oversight and administration of the Financial Management System Project from the Office of the Controller to the Information Technology Agency at no cost.

C. On December 17, 2009 the parties entered into Change Notice Number 1 in the amount of Six Hundred Thirty Thousand, Nine Hundred Twenty Dollars (\$630,920) in order to (i) revise the Due Dates of select Deliverables to align with the approved Implementation Analysis Document (Deliverable 18); and (ii) add or modify performance of Services through the addition of new Deliverables and deletion of certain Deliverables and corresponding payment Milestones, and (iii) modify the scope of the Core Financial Software Modifications.

D. On April 30, 2010 the City Clerk attested to Contract Amendment Number 2 in the amount of Two Million, Nine Hundred Nine Thousand, Nine Hundred Eighty Dollars (\$2,909,980) in order to (i) change the FMS go-live date to July 1, 2011, (ii) add or modify performance of Services through the addition of new Deliverables and updates to certain Deliverables and corresponding payment Milestones, and (iii) make certain other changes to the terms of the Agreement based on these changes in services and requirements.

E. On July 15, 2010 the parties entered into Change Notice Number 2 in the amount of One Hundred Seven Thousand, Six Hundred Eighty Dollars (\$107,680) in order to (i) add or modify performance of Services through the addition of new Deliverables and corresponding payment Milestones and (ii) modify the scope of the Core Financial Software Modifications for lockbox and tax intercept.

F. On September 8, 2010 the City Clerk attested to Contract Amendment Number 3 in the amount of Five Hundred Sixty Thousand Dollars (\$560,000) in order to: (i) add or modify performance of Services through the addition of new Deliverables to support the City's Centralized Accounts Receivable (AR) Reporting requirements and (ii) make certain other changes to the terms of the Agreement based on these changes in services and requirements.

G. On November 3, 2010 the parties entered into Change Notice Number 3 in the amount of One Hundred Forty Thousand, Eight Hundred Dollars (\$140,800) in order to: (i) add or modify performance of Services through the addition of new Deliverables 129.0 through 130.9 as listed in Exhibit L and corresponding payment milestones to provide assistance with Department-level FMS Planning and Deployment Support, and (ii) modify the Core Financial List of Key Contractor Personnel.

H. On January 13, 2011 the City Clerk attested to Contract Amendment Number 4 in the amount of Three Hundred Eighty Three Thousand, Four Hundred Dollars (\$383,400) in order to: (i) add or modify performance of Services through the addition of new Deliverable 131.0 and corresponding payment milestone to develop a Citywide Resources Impact/Skills Gap Analysis and Deliverables 59.1 through 59.15 and corresponding payment milestones to support SMS testing efforts and (ii) comply with applicable provisions of the City's First Source Hiring Ordinance (Los Angeles Administrative Code Section 10.44 et seq).

I. On January 21, 2011 the parties entered into Change Notice Number 4 in the amount of Two Hundred Eleven Thousand, Five Hundred Twenty Dollars (\$211,520) in order to: (i) add or modify performance of Services through the addition of new Deliverables 36.1, 41.2, 45.2 and 77.1 and corresponding payment Milestones and (ii) modify the scope of the Core Financial Software Modifications for a revised conversion approach and to modify the service contract budget program to allow for special date processing.

J. On March 21, 2011 the parties entered into Change Notice Number 5 in the amount of Seventy-nine thousand, Forty Dollars (\$79,040) in order to: (i) add or modify performance of Services through the addition of new Deliverables 36.2, 41.3, and 45.3 and corresponding payment Milestones, and (ii) modify the scope of the Core Financial Software Modifications to add an Authority field to the Appropriation Budget document and associated inquiry page.

K. On August 5, 2011 the City Clerk attested to Contract Amendment Number 5 to reduce the amount by Seventy-One Thousand, Nine Hundred Twenty-Five Dollars (\$71,925) in order to: (i) delete SMS application support Deliverables 59.3 through 59.8, (ii) change the value of SMS application support Deliverables 59.1 and 59.2, and (iii) change the value of post-implementation support Deliverables 110.0 through 114.0.

L. On January 3, 2012 the City Clerk attested to Contract Amendment Number 6 in the amount of One Million, Thirty Three Thousand, Eight Hundred Dollars (\$1,033,800), in order to add or modify performance of Services through the addition of: (i) new project management and post-implementation support Deliverables 1.41 through 1.46 and 114.1 through 114.6 and (ii) Centralized Accounts Receivable Reporting User Acceptance Test and Go-Live support task Deliverable A3-11.0 and corresponding payment Milestones.

M. On February 14, 2012 the parties entered into Change Notice Number 6 in the amount of One Hundred Ninety Thousand, Six Hundred Twenty-Four Dollars (\$190,624) in order to: (i) add or modify performance of Services through the addition of new Deliverables 41.4 and 45.4 and corresponding payment Milestones, and (ii) modify the scope of the Core Financial Software Modifications.

N. On July 19, 2012 the parties entered into Contract Amendment Number 7 in the amount of One Million, Five Hundred and Eighty Two Thousand, One Hundred and Forty Dollars (\$1,582,140) in order to: (i) add or modify performance of Services through the addition of new FMS software modification Deliverables 41.5 and 45.5 and corresponding payment Milestones, and (ii) add or modify performance of Services through the addition of new post-implementation support Deliverables 114.7 through 114.18 and corresponding payment Milestones, and (iii) delete retirement/consolidation of City systems support Deliverables 128.10 through 128.12 and corresponding payment Milestones, and (iv) add or modify performance of Services through the addition of a new functional support Deliverable 132.0 and corresponding payment Milestones.

O. On June 10, 2013 the parties entered into Contract Amendment Number 8 in the amount of One Million, Three Hundred and Sixty Eight Thousand, Four Hundred and Seventy Eight Dollars (\$1,378,478) in order to: (i) modify the value and scope of FMS software modification Deliverables 41.5 and 45.5 and corresponding payment Milestones, and (ii) add new post-implementation transition training services and support Deliverables 114.19 through 114.30 and corresponding payment Milestones, and (iii) modify the value of functional support Deliverable 132.0 and corresponding payment Milestones, and (iv) add performance of Services through the addition of new technical support Deliverables 133.1 through 133.2 and corresponding payment Milestones, and (v) add performance of Services through the addition of new customizations and functional support Deliverables 134.1 through 134.3 and corresponding payment Milestones.

P. On November 6, 2013 the parties entered into Contract Amendment Number 9 in the amount of One Million, One Hundred and Thirty Four Thousand, Nine Hundred and Twenty Dollars (\$1,134,920) in order to: (i) add or modify performance of Services through the addition of new Deliverables

to support the SMS Replacement - Envision - Part 1: Fit-Gap Analysis Phase (Supplement B1), and (ii) add or modify performance of Services through the addition of new Deliverables to support the Performance Budgeting – Envision Phase (Supplement B2).

Q. As of the date of last signature the parties desire to enter into Contract Amendment Number 10 in the amount of Three Hundred Forty Six Thousand and Eight Hundred Dollars (\$346,800) in order to: (i) add or modify performance of Services through the addition of new Deliverables B3-1.0 through B3-9.0 to support the FMS 2.0 - Envision - Part 2 (Supplement B3).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to this Contract Amendment Number 10 as follows:

1. Definitions. Capitalized terms used but not defined in this Contract Amendment Number 10 will have the meanings indicated for them in the Agreement.

2. Increase in Project Price. The Project Price identified in Subparagraph 19.5.1. (General) of Subparagraph 19.5 (PROJECT PRICE; CONTRACT SUM) of Paragraph 19 (PAYMENT TERMS) of the Agreement is hereby increased by Three Hundred Forty Six Thousand and Eight Hundred Dollars (\$346,800) from Twenty Four Million, Nine Hundred and Thirty Eight Thousand, Eight Hundred and Fifty Seven Dollars (\$24,938,857) to Twenty Five Million, Two Hundred and Eighty Five Thousand, Six Hundred and Fifty Seven Dollars (\$25,285,657). The contingency amount, against which the City will write Change Notices, shall remain unchanged at Nine Hundred Eleven Thousand, Four Hundred and Sixty Three Dollars (\$911,463).

3. Changes to Core Financial Statement of Work. Exhibit A (Core Financial Statement of Work) of the Agreement is hereby supplemented with an Exhibit A-B3 (Supplement to Core Financial Statement of Work (FMS 2.0 – Envision – Part 2)), and is attached hereto and incorporated herein by this reference.

4. Changes to Core Financial Deliverables Definition. Exhibit B (Core Financial Deliverables Definition) of the Agreement is hereby supplemented with an Exhibit B-B3 (Supplement to Core Financial Deliverables Definition (FMS 2.0 – Envision – Part 2)), and is attached hereto and incorporated herein by this reference.

5. Changes to Core Financial Project Schedule and Plan. Exhibit C (Core Financial Project Schedule and Plan) of the Agreement is hereby supplemented with an Exhibit C-B3 (Supplement to Core Financial Project

Schedule and Plan (FMS 2.0 – Envision – Part 2)), and is attached hereto and incorporated herein by this reference.

6. Changes to Core Financial Project Assumptions. Exhibit K (Core Financial Project Assumptions) of the Agreement is hereby supplemented with an Exhibit K-B3 (Supplement to Core Financial Project Assumptions (FMS 2.0 – Envision – Part 2)), and is attached hereto and incorporated herein by this reference.

7. Changes to Core Financial Pricing Schedule. Exhibit L (Core Financial Pricing Schedule) of the Agreement is hereby supplemented with an Exhibit L-B3 (Supplement to Core Financial Pricing Schedule (FMS 2.0 – Envision – Part 2)), and is attached hereto and incorporated herein by this reference.

8. Amendments. No amendment, modification, or supplement to this Contract Amendment Number 10 shall be binding on either party unless it is in writing and duly executed by the parties in interest at the time of the modification.

9. Entire Agreement. Except as expressly and specifically changed hereby, the Agreement shall remain in full force and effect. There are no other agreements, representations, or warranties between or among the parties, written or oral, concerning the subject matter hereof.

10. Headings and Labels. Article, section, and subsection titles and captions contained in this Contract Amendment Number 10 are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Contract Amendment Number 10 or the intent of any of its provisions.

11. Ratification. 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. Except as amended herein, all other terms and conditions provided in the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment Number 10 to be executed by their duly authorized representatives as of the Effective Date.

THE CITY OF LOS ANGELES
A Municipal Corporation

CGI Technologies and Solutions Inc.

By: _____
STEVE RENEKER
General Manager
Information Technology Agency

By: _____
STEVE NEWSTROM
Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:
Mike Feuer, City Attorney

Attest: Holly L. Wolcott, Interim City
Clerk

By: _____
Laurel L. Lightner
Assistant City Attorney

By: _____
Deputy

Date: _____