
File ID: 2026-01223

7/21/2026

[Contract Amendment] Hinderliter, De Llamas & Associates Business Operations Tax Software

File ID: 2026-01223

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or designee to execute Contract Amendment 2 to City Agreement PRC001329 with Hinderliter, De Llamas & Associates to provide an extension for use of their PRIME local tax software solution through April 30, 2027, for an amount not to exceed \$45,000, bringing the agreement's total not-to-exceed amount to \$276,000.

Contact: Bryan Howard, Finance Manager, (916) 808-4847, bdhoward@cityofsacramento.org; Peter Coletto, Director, (916) 808-5416, pcoletto@cityofsacramento.org; Department of Finance

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Contract PRC001329 (2021): Business Operations Tax Software Professional Services Agreement
- 3-Contract PRC001329 Amendment 1
- 4-Contract PRC001329 Amendment 2 DRAFT

Description/Analysis

Issue Detail: In March 2021, the City of Sacramento (City) entered into contract PRC001329 (Attachment 2) with Hinderliter, De Llamas & Associates (HdL) to utilize their PRIME local tax software solution for administration, collection, and compliance of the City's Business Operations Tax (BOT). The initial terms of the contract included an original not-to-exceed amount of \$156,000 and was intended to run through April 30, 2027. The initial contract did not require Council approval as Sacramento City Code (SCC) 3.56.080 authorizes the City Manager to execute a contract for less than \$250,000.

In May 2024, the City processed Contract Amendment 1 (Attachment 3) to increase the not-to-exceed amount by \$75,000, from \$156,000 to \$231,000, to cover costs associated with additional user licenses, costs for HdL customized work on new application program interface, or API, required to ensure adequate integration with the City's newly implemented central accounting system, costs for HdL to update the PRIME BOT accounts with the updated Council districts, and costs associated

with HdL customizations to support and implement the new online credit card and e-check vendor platform.

The City and HdL have preliminarily agreed upon an additional one-year term where the City would utilize the PRIME BOT system through April 30, 2028. However, the additional one-year term, with costs estimated at \$45,000, results in the new not-to-exceed amount exceeding the \$250,000 threshold under SCC 3.04.020(A)(1)(b), which requires Council approval of the Contract Amendment. Staff recommends Council approval of the amendment to cover the costs for the additional one-year term to ensure adequate BOT system coverage for BOT administration, collection, and compliance while staff issues a new BOT system request for proposal (RFP), enters into a new contract for a new BOT system, and works to migrate data and implement the newly selected BOT system.

The table below illustrates the total costs associated with contract PRC001329:

Contract's original not-to-exceed amount	\$ 156,000
Net change by Amendment 1	<u>\$ 75,000</u>
Not-to-exceed amount prior to Amendment 2	\$ 231,000
Net change by Amendment 2	<u>\$ 45,000</u>
New not-to-exceed amount, including all amendments	\$ 276,000

The HdL PRIME BOT system houses 21,848 active accounts:

Revenue Program	# of Accounts	Program Revenue
Business Operations Tax	21,252	9,210,000
Cannabis Business Operations Tax	290	22,610,000
Lodging Taxes and Fees	306	56,842,000
Totals	21,848	88,662,000

Note: This table reflects FY 2024-25 YE account and revenue figures.

Lodging Taxes and Fees includes TOT, STMD, and STID.

Policy Considerations: The proposed contract amendment supports ongoing BOT administration, collection, and compliance as outlined in SCC 3.08.

Economic Impacts: Not applicable.

Environmental Considerations: Not applicable.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The one-year contract extension will allow the Revenue Division continued use of the current BOT system for one year while the City issues a RFP for a new system and works to implement the replacement BOT system.

Financial Considerations: The one-year contract extension will increase the existing contract's not-to-exceed amount by \$45,000 for a new total not-to-exceed amount of \$276,000. The \$45,000 contract increase will be paid to the contractor in Fiscal Year 2026/27 for the annual software license and usage fees.

Local Business Enterprise (LBE): HdL is not a LBE.

CONTRACT #: PRC001329
CONTRACT NAME: Business Operations Tax Software
CONTRACT PROJECT #: N/A
DEPARTMENT: Finance
DIVISION: Revenue

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT*

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

Hinderliter De Llamas and Associates (HdL)
120 S. State College Blvd. Suite 200
Brea, CA 92820
714-879-5000

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning on delivery of the fully functional PRIME software solution, as described herein, to the City (i.e., "go-live" date).
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled "Scope of Services") and Exhibit B (titled "Payment").

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to CITY the services described in Exhibit A ("Services").

Contractor will not be compensated for services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required

*** This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.**

by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** CITY shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. CITY shall furnish to Contractor only the facilities and equipment listed below, if any.
6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Tessa St. John, Program Manager
915 I Street, Room 1201
Sacramento, CA 95814
916-808-4847/tstjohn@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Robert Gray, Director of Tax & Fee Services
120 S. State College Blvd, Suite 200
Brea, CA 92820
714-879-5000
rgray@hdlcompanies.com*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

2. Scope of Services. Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.

3. Time of Performance. The Services described in this Contract shall be provided for a Contract term of one year, which shall begin on the Effective Date. The City may extend this Contract for up to 4 additional one-year terms for a maximum five-year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.

4. Conflict of Interest Requirements. The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code. ____ yes __X__ no *[check one]*

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City

may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

EXHIBIT B

PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$156,000. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Billable Rates.** Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by Contractor must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) Contractor's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order

- (7) Contractor's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

___ Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

 X No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a

vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor."

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

☐ Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

☒ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

☐ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance providing coverage on a claims-made basis for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is ☒ Is not ☐ *[check one]* required for this Agreement.

If required, such coverage must be continued for at least 1 year(s) following the completion of all Services under this Contract. The retroactive date must be prior to the date this Contract is approved or any Services are performed.

- 7. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
- A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
- 8. Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
- 9. Verification of Coverage.**
- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
 - B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
 - C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
 - D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is off the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the CITY, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, Contractor may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. Contractor shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify Contractor not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by CITY, whether received in connection with Contractor's proposal to CITY or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by CITY in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the CITY in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. CITY shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

- C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:

- (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
- (2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

- 14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents,

servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

17. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the CITY join such litigation to protect the City's interests.
18. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
19. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
20. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
21. **Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

- 22. Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 23. Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
- 25. Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 26. Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

EXHIBIT E

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code Section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #: _____

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

**Attachment 1 to Exhibit A
Scope of Services**

I. This Attachment 1 to Exhibit A (“Attachment”) supplements and incorporates by this reference the professional services agreement between the City of Sacramento (“CITY”) and Hinderliter, de Llamas & Associates (“HdL” or “CONTRACTOR”) for use of CONTRACTOR’s PRIME local tax software solution (“PRIME” or the “Project”), (the “Contract” or “Agreement”). In the event of a conflict between the provisions of this Attachment and the Agreement, the provisions of this Attachment must prevail. The word or terms used in this Attachment shall have the same meaning given to those same words or terms in the Agreement, unless otherwise expressly defined herein.

II. Project Summary

Under this Agreement:

- a. CONTRACTOR will provide the PRIME software (the “software”) to allow for taxpayers to apply for and renew a business operations tax certificate and pay the applicable business operations tax (“BOT”) owed, and allow CITY staff to administer the BOT program. For the purposes of this Agreement, “business operations tax” means the tax imposed by Sacramento City Code chapter 3.08.

III. Time of Performance

- a. The initial term of this Agreement commences as of delivery of a fully functional PRIME software solution (i.e., “go-live” date).
- b. Unless terminated earlier, pursuant to any of the Agreement’s express provisions, will continue in effect until twelve (12) months from such date.
- c. This agreement will automatically renew for successive twelve (12) month terms unless earlier terminated pursuant to this Agreement’s express provisions.

IV. Description of Services

- a. The following includes the functional requirements under this agreement between the CITY and HdL for the PRIME local tax software solution.

Requirement Number	Requirement Description
1. Features and Capability	
1.01	Effectively and efficiently manage business tax account processes, including renewal notices, past due notices

Requirement Number	Requirement Description
1.02	Categorize business classifications and occupations, examples include: - Professional (e.g., years licensed) - Gross Receipts - Employee numbers - Commercial and residential categories - Short-term rental category - SIC codes - Home-based business - Council District
1.03	Tools to ensure correct business classification is chosen
1.04	Support multiple calculations/formulas of fees and charges
1.05	Offer multiple rate drivers based on classification or occupation; e.g., gross receipts, payroll, # of employees, address, district (BIA/BID), etc.
1.06	Generate renewal notices - email and paper version
1.07	Generate certificates notices - email and paper version
1.08	Email notification capability
1.09	Offer multiple rate scheduling options; annual, monthly
1.10	Calculate and post late fees based on criteria provided
1.11	Two user workflows for changes to previously posted fees, rates on an account
1.12	Automatically apply interest charges and penalties based on established criteria.
1.13	Automatic removal of late fees based on postmark date of payment
1.14	Ability to override late fees with authorized security profile
1.15	Ability to tailor information fields based on business classification
1.16	Ability to define and set user-access/security levels for internal users, including a read-only user view.

Requirement Number	Requirement Description
1.17	Easily Identify accounts with: - overpayments - missing information - pending status
1.18	Ability to route new accounts through approval workflows
1.19	Ability to create account approval workflows based on category or occupation
1.20	Ability to check for duplicate accounts
1.21	Payment capability at any time on the account i.e. invoiced fees, monies owed, partial payments.
1.22	Ability to add special fees; Business Improvement Area/District
1.23	Ability to attach documents to account
1.24	Ability to transfer payments between accounts
1.25	Ability to associate/link accounts (e.g., other tax or permit accounts)
1.26	Ability to issue business permits in addition to tax certificates
1.27	Ability to add conditional fields to collect specific, additional information for special permits (e.g., massage, food vendor)
1.28	Account and transaction fields for notes, reminders, and alerts
1.29	Ability to add alerts ("flags") to accounts to notify staff of issues with account
1.30	Change or waive the fee/receivable amount at specific security levels based on user-defined criteria.
1.31	Ability for authorized profiles to reinstate a cancelled/rejected/expired account
1.32	Ability to identify information fields as mandatory for account creation
1.33	Capacity for customize fields, including adding fields related to special permits

Requirement Number	Requirement Description
1.34	Account field indicating if business is in CITY limits vs outside of CITY limits
1.35	Account field indicating if home-based businesses
1.36	Account field indicating if business is a CITY vendor/supplier
1.37	Section for home occupation permit approval
1.38	Certificates are printed/e-mailed with validation stamp/insignia
1.39	Cloud-based platform/SaaS Solution with web browser access
1.40	Responsive, expandable database that can grow to accommodate additional business permit needs
1.41	Allows for batch payment entry
2. Interfacing and Compatibility	
2.01	GIS Integration Includes the ability to validate Sacramento County business address against CITY GIS system (ESRI REST API) to ensure standard addresses are stored in the BOT system; addresses outside of Sacramento County will be verified by the CONTRACTOR provided program; ability to pull in additional spatial boundary data from the CITY GIS system (ESRI REST API) (e.g., council district, PBIDs, neighborhood, special fee districts, etc.).
2.02	Use validated business address to query geographic boundary information on that location (e.g., council district, PBIDs, neighborhood, special fee districts) and store the information within the system for reporting and mapping purposes
2.03	Ability for the system to be configured to export data sets or documents
2.04	Single Sign On (SSO) of CITY Employees and Azure Active Directory authentication for public users. Integration should work with CITY's software of choice for Single Sign On which is Portal Guard version 6.03 or higher.
2.05	Integrate with a payment gateway solution of the City's choosing.

Requirement Number	Requirement Description
2.06	Capability for a daily data dump (i.e., provide a nightly file of data from the system).
2.07	Ability to integrate with SFTP to push and pull data in various format and datasets on a regular basis (scheduled) for integration purpose.
3. Customer Online Portal	
3.01	Compliant with WCAG 2.0 or 2.1
3.02	Responsive and fully usable at any realistic window size
3.03	Fully functional on all versions of major browsers released in the last two years, including mobile browsers
3.04	Portal must feature CITY's branding
3.05	Customizable styling to match CITY standards (i.e., typography and color scheme). Styling specifics for the new CITY website will be provided by the CITY when they have been completed.
3.06	Simple online customer portal to apply and renew online without the need for any documentation to be submitted by mail or in-person
3.07	Document upload capability
3.08	Secure online payment of business tax
3.09	Online portal supports mobile technology
3.10	Customer ability to manage account online (update info), including update info and close accounts
3.11	Customer online interface and internal database should communicate seamlessly
3.12	Customer can access system at any time on the account i.e. invoiced fees, monies owed, partial payments.
3.13	Ability to create forms for off-line application, reporting and payment
3.14	Customers unable to make online payments on cancelled, rejected, expired accounts
3.15	Late penalties and fees payable online

Requirement Number	Requirement Description
4. Usability	
4.01	Customized view - most important information on primary view or window
4.02	Easily determine which payments correspond with which tax year; easily identify missed years
4.03	Ability to send communication to portions of database; by status, by classification; by renewal period, etc.
4.04	Allow the public, staff, businesses to look up select business information through a web interface
4.05	Easy account search features/open ended search capabilities (e.g., partial/full word/number)
5. Reporting	
5.01	Canned reports and ability to customize reports
5.02	Annual reporting
5.03	Monthly reporting
5.04	New license activity reports
5.05	License renewal activity reports
5.06	Listings by custom information field; geographic location, BIA/BID, SIC Code, home-based, etc.
5.07	Reports exportable in Excel format
5.08	Temporal reporting - select time frame
5.09	Reports of all payment transactions for specific period of time
5.10	Current and historical reporting abilities on most account information and transactions
5.11	Include a report of ALL payments made to any account, no matter the tender
5.12	Reports to identify "stuck"/pending accounts or accounts that have missing information, credits on accounts, pending accounts

Requirement Number	Requirement Description
5.13	Report on delinquent/overdue accounts
5.14	Ability for CITY staff to develop new reports or customize existing reports
6. Collection Tools	
6.01	Easily identify delinquent accounts
6.02	Built-in collection notices
6.03	Assign accounts to collectors
6.04	Tracks collections efforts
6.05	Define multiple delinquency and collection processes
7. Security and Compliance	
7.01	The System maintains secure, detailed, and auditable logs such as: - unauthorized sign-in attempts, including user IDs, device IDs, dates, and times - outgoing incoming information exchange with other systems. - users who have accessed, modified, printed, or electronically distributed sensitive data
7.02	The System will automatically generate backup copies of all application data, application configurations, and audit logs
7.03	The System's restore functionality will result in a fully operational and secure state, including the restoration of application data, security credentials, and audit logs to previous states
7.04	The System will be maintained and patched to address security vulnerabilities in the application, OS and/or Middleware, etc. within industry-accepted timeline
7.05	Audit tools to manage user access, security and track changes made by users
7.06	Block/restrict fields (e.g., social security number) from being viewable based on security settings

- b. Hosting Services: CONTRACTOR's hosting services offload the majority of IT concerns to CONTRACTOR's hosting team; including system upgrades, hardware and software maintenance, database management, and disaster recovery. The CITY will be responsible for maintaining its workstations and a reliable internet connection. Website functionality will be hosted using a CITY specific sub-domain on CONTRACTOR's special purpose hdlgov.com domain.
 - i. **Workstation Specifications** – Workstations will access the software through a remote application session with CONTRACTOR's hosting service. All workstations require minimum 4+GB Memory, 1280x1024 screen resolution, and MS Windows 7/8/10 or higher operating system.
 - ii. **Network Specifications** – CONTRACTOR's hosted service requires reliable, high speed internet connectivity. High-speed local area network connections are always helpful, but Prime will also run without difficulty over slower WAN connections such as T1 or mobile broadband.
 - iii. **Printer Specifications** - The software is designed to work with laser printers. A PCL compliant laser printer is recommended. Each make and model of printer has different drivers and therefore has slightly different results when printing.
- c. Payment Processing Services:
 - i. **Security Compliance** – HdL warrants that PRIME software meets PA-DSS (Payment Application Data Security Standard) requirements, and that the CITY following HdL's instructions will be able to deploy and maintain PRIME according to PCI DSS (Payment Card Industry Data Security Standard) requirements. HdL agrees to indemnify and hold CITY harmless from any claims, damages, cause of action, costs and expenses arising out of or related to any breach of the warranty set forth in this paragraph. If security vulnerabilities are identified on PRIME software, HdL will promptly notify the CITY and will provide instructions to mitigate risk of that vulnerability being exploited. HdL will provide a patch release or security update within 7 business days of a security vulnerability being discovered and will provide support as necessary to properly deployed the patch or security update.] HdL will achieve and maintain PCI DSS compliance for the term of this agreement. As evidence of compliance, HdL will provide when requested, a current attestation of compliance (AoC) signed by a PCI QSA (Qualified Security Assessor).
- d. **Payment Gateway** – For online payment functionality CONTRACTOR will utilize a direct integration with the CITY's bank of record (JP Morgan Chase) to support both credit card and eCHECK transactions. Maintenance and Support:
 - i. Customer Support - HdL will provide customer support by telephone, email and the web during the term of this Agreement. In the United States, no charge support is available as follows: For customer support between the hours of 8:00 am and 5:00 pm Pacific time, Monday through Friday, email support@hdlcompanies.com or call the HdL offices at (909) 861-4335 and ask for software support.

- ii. For technical support before 8:00 am or after 5:00 pm Pacific time, Monday through Friday (or anytime Saturday), email 911@hdlcompanies.com and an HdL staff member will be paged. Please only include your name, agency and contact # in emails to 911@hdlcompanies.com.
- iii. Support Policy Regarding Reports - CONTRACTOR will assist with modifications to reports as needed during the term of this agreement. Typical report modifications require 7 to 10 business days to complete. Very complex reports or reports required in a very short time frame may incur development costs, in which case an estimate will be provided for approval before the work is begun.
- iv. Software Upgrades - Except to the extent that upgrades of the software include new modules or features not previously offered as part of the software as of the date hereof, CITY is entitled to upgrades of the software within the terms of this Agreement. Outside Connections to HdL Database - HdL programs rely on the integrity of the database to operate properly. As such, it is critical that any outside connection to the database be implemented with HdL's full knowledge and participation. Only "read only" connections will be established to the HdL database. No modifications will be made to the HdL database, including database/table design and data content. Any repair work necessary due to violations of the above items will not be covered by the Software Use Fee, and as such will be billable to the client on a time and material basis. The CITY shall contact HdL for instructions if any added functionality is required, including reading additional data or writing to the HdL database.
- e. Confidentiality; Software Use and Warranty; Records
 - i. CONTRACTOR will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by the CITY pursuant to the confidentiality of tax records.
 - ii. As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in CONTRACTOR's Business, including without limitation: CONTRACTOR's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, the CITY must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by the CITY in connection with this Agreement. The terms of this section do not apply to any information that is public information.

- iii. If access to any software which CONTRACTOR owns is provided to the CITY as part of this Agreement (including, without limitation, if the CITY chooses to subscribe to such software and reports option as part of the Services) (such CONTRACTOR-owned software is, collectively, the “Software”), CONTRACTOR hereby provides a limited, non-exclusive, non-transferable license to CITY for the use by such of CITY’s staff as may be designated from time to time by CITY and approved by CONTRACTOR in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized CITY staff, and the CITY must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by the CITY or any of the CITY’s staff of the Software nor any rights of the CITY or any of the CITY’s staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. The CITY may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of CONTRACTOR. In the event of a breach of this provision (and without limiting CONTRACTOR’s remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to CONTRACTOR. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and the CITY must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from the CITY’s computers and network). CONTRACTOR warrants that the Software will perform in accordance with the Software’s documentation.
- iv. All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by CONTRACTOR to the CITY either in hard copy or electronically are the property of the CITY. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by CONTRACTOR in the course of performing the Services that were not otherwise provided to the CITY in either hardcopy or electronic form, all of which may be protected by CONTRACTOR or others’ copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to the CITY may be considered public records under applicable law and/or may be discoverable through litigation. CONTRACTOR may publicly state that it performs the Services for the CITY.
- v. Subject to applicable law, CONTRACTOR is responsible for retaining all final documents and other final work product related to the Services for a

period of not less than three (3) years from the date provided to the CITY. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to the CITY by CONTRACTOR is the responsibility of the CITY. CONTRACTOR has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by the CITY in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to the CITY for the term of years referenced above).

V. IT GENERAL PROVISIONS

- a. Third Party Agreements Warranty. Contractor represents and warrants that Contractor's agreement to perform the services pursuant to this Contract does not violate any agreement or obligation between Contractor and a third party.
- b. Third Party Intellectual Property Rights Warranty. Contractor represents and warrants that the services as delivered to the City does not infringe any copyright, patent, trade secret, or other proprietary right held by any third party.
- c. Third Party Infringement. Subject to the representations and warranties of the City in connection with the materials and access supplied by City, Contractor represents and warrants that, to the best of Contractor's knowledge, Contractor's tools, services, background technology, know-how, resources, or materials do not knowingly infringe the rights of any third party, and use of the same in connection with the Project will not knowingly violate the rights of any third parties except to the extent that such violations are caused by City Information, or the modification of, or use of the Deliverables in combination with materials or equipment outside of the scope of the applicable specifications, by City or third parties.
- d. Excusable Delay or Failure. Neither party will be in default or otherwise liable for any delay, or failure of its performance under this Contract to the extent such delay, or failure arises by reason of act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, governmental requirement or any action of government in its sovereign capacity, or act of civil or military authority whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected party (each constituting an "Excusable Delay or Failure"). Any such Excusable Delay or Failure shall suspend the Contract until the Excusable Delay or Failure ceases, and, if practical, the Contract shall be deemed extended for the suspended period accordingly.
- e. Third Party Beneficiaries. The representations, covenants, obligations, rights, and agreements of the parties set forth in this Contract are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a party to this Contract including, without limitation City's end user, suppliers, and/or customers. Under this Contract, Contractor shall have no relationship with the customers to which City may provide service. City further acknowledges

and agrees that no fiduciary relationship arises with Contractor under this Contract.

- f. Cyber Liability Insurance. Contractor shall obtain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor under this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The City shall be named as an additional insured under the policy. If policy is a claims-made policy such coverage shall be continued for three years following the completion of all services and additional services under this Contract. The retroactive date must be prior to the date this Contract is approved or any services are performed.
- g. Technology Professional Liability (E&O). Contractor shall obtain technology professional liability technology professional liability insurance, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor under this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such coverage shall be continued for three years following the completion of all services and additional services under this Contract. The retroactive date must be prior to the date this Contract is approved or any services are performed. If policy is a claims-made policy such coverage shall be continued for three years following the completion of all services and additional services under this Contract. The retroactive date must be prior to the date this Contract is approved or any services are performed.

**Attachment 1 to the Exhibit B
Fee Schedule**

- I. This Attachment 1 to Exhibit B supplements and incorporates by this reference the agreement between the City of Sacramento ("CITY") and HdL ("CONTRACTOR") for use of the PRIME local tax software solution ("PRIME"), (the "Agreement"). The following includes the costs for services under this Agreement.
- a. Annual Software Use Fee - is for ongoing customer support and updates to the software. The software use fee shall be adjusted annually upon the go live anniversary date by the change in the Consumer Price Index – West Region for Urban Consumers (CPI-U) as reported by the Bureau of Labor Statistics report using January as the basis month. Each annual CPI adjustment will not be less than two percent (2%) or greater than five percent (5%).
 - b. Hosting Services Fee – includes software and data hosting and disaster recovery services. The hosting fee may be adjusted annually upon the go live anniversary date by the change in the Consumer Price Index – West Region for Urban Consumers (CPI-U) as reported by the Bureau of Labor Statistics report using January as the basis month. Each annual CPI adjustment will not be less than two percent (2%) or greater than five percent (5%). The base fee provides for 16 named user connections to the system.
- II. Payment Schedule
- a. Compensation for the annual software use fee will be as follows:
 - i. The first year's fee will be due within 30 days of the date of delivery of the full PRIME system (i.e., "go live" date).
 - ii. The software use fee will be invoiced each year on the anniversary of the "go live" date and shall be due and payable within 30 days of the invoice date.
 - b. Compensation for the hosting services fee will be as follows:
 - i. The first quarter will be invoiced on the date of delivery of the full PRIME system (i.e., "go live" date).
 - ii. The hosting services fee will be invoiced each quarter in advance and due within 30 days of the invoice date.

Item	Rate	Price
Annual Software Use Fee	\$ 24,600	
HdL Hosting Services	\$ 4,000	
Annual Cost	<u>\$ 28,600</u>	
5 Year Software & Hosting Cost		\$ 143,000
Contingency for additional users, CPI increases, enhancements		\$ 13,000
Contract		<u>\$ 156,000</u>

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Robert Gray*

Title: CIO, Director of Tax & Fee Administration

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: 
Audrey Anderson (Feb 26, 2021 10:42 PST)

Title: Sr. Dep. City Attny

Reviewed By:

Signature: *Armando Herrera*
Armando Herrera (Feb 26, 2021 11:01 PST)

Title: Administrative Technician

Approved By:

Signature: 
Leyne Milstein (Mar 1, 2021 12:27 PST)

Title: Assistant City Manager

Additional Signature (if required): *Dawn T. Holm*
Dawn T. Holm (Mar 1, 2021 12:23 PST)

Title: Director of Finance

SUPPLEMENTAL CONTRACT

Project Title and Job Number: Business Operations Tax Software
Purchase Order #:

Date: 5/8/2024
Supplemental Contract No.: 01

The City of Sacramento ("City") and HINDERLITER, DE LLAMAS & ASSOCIATES (HDL)("Contractor"), as parties to that certain Professional Services Agreement designated as Contract Number PRC001329, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Scope of Services specified in Exhibit A of the Contract is amended as follows:

Attachment 1 to Exhibit A of the Contract is amended as follows: Additional funds are being added to cover the system's annual use fees for the remaining two years of the contract. During the initial term prior to this request for additional funding, several items came up that required the vendor to perform additional work which the City was billed for, including procuring additional user licenses (invoices #SIN026298 and #SIN024034), procuring a new API for the new cashiering system integration (invoice #SIN016669), work to update tax account city council districts (invoice #SIN033610), and work to support and implement the new online credit card and e-check platform (invoice #SIN032154).

Additionally, the time of performance listed in Exhibit A is extended to April 30, 2025.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **increased** by \$75,000, and the Contract's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$156,000</u>
Net change by previous supplemental contracts:	\$0_
Not-to-exceed amount prior to this supplemental contract:	\$156,000
Increase by this supplemental contract:	\$75,000_
New not-to exceed amount including all supplemental contracts:	\$231,000_

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Robert Gray*

Title: Vice President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *ASoliz*
Angel Solis (May 17, 2024 12:01 PDT)

Title: Senior Deputy City Attorney

Reviewed By:

Signature: *Raquel Thompson*

Title: Administrative Technician

Approved By:

Signature: *LM*
Leyne Milstein (May 20, 2024 11:48 PDT)

Title: Assistant City Manager

Additional Signature (if required): *Peter Coletto*
Peter Coletto (May 17, 2024 13:26 PDT)

Title: Finance Director

CITY OF SACRAMENTO

**CONTRACT AMENDMENT
CHANGE IN SCOPE AND NOT-TO-EXCEED AMOUNT**

The City of Sacramento ("City") and HINDERLITER, DE LLAMAS & ASSOCIATES, aka HdL ("Contractor"), as parties to that certain contract designated as Contract Number PRC001329, including any and all prior amendments modifying the contract (the contract and all amendments are hereafter collectively referred to as the "Contract"), hereby amend the Contract as follows:

1. The scope set forth in Exhibit A of the Contract is amended as follows:

Exhibit A of the Contract, including Section 3 and Attachment 1 thereto, is amended as follows: Additional funds are being added to cover the software application's annual use and hosting fees from 05/01/2026 through 04/30/2027.

2. The maximum not-to-exceed amount that is specified in the Contract for payment of Contractor's fees and expenses is **increased** by \$45,000, and the Contract's maximum not-to-exceed amount is amended as follows:

Contract's original not-to-exceed amount:	\$156,000
Net change by previous amendments:	\$75,000
Not-to-exceed amount prior to this amendment:	\$231,000
Increase by this amendment:	\$45,000
New not-to exceed amount including all amendments:	\$276,000

3. Contractor agrees that the amount specified in section 2 above shall fully compensate Contractor under the Contract, as modified by this amendment, including any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, and costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.
4. Contractor warrants and represents that the person or persons executing this contract amendment on behalf of Contractor is duly authorized by Contractor to sign this amendment and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform as required under the Contract, as modified by this amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Name</i>	_____ <i>Title</i>

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

_____ <i>Signature</i>	_____ <i>Date</i>
David Kim _____ <i>Name</i>	Senior Deputy City Attorney _____ <i>Title</i>

Reviewed by:

_____ <i>Signature</i>	_____ <i>Date</i>
Bryan Howard _____ <i>Name</i>	Finance Manager, Revenue Division _____ <i>Title</i>

Approved by:

_____ <i>Signature</i>	_____ <i>Date</i>
Leyne Milstein _____ <i>Name</i>	Assistant City Manager _____ <i>Title</i>

Additional Signature (if required):

_____ <i>Signature</i>	_____ <i>Date</i>
Peter Coletto _____ <i>Name</i>	Director of Finance _____ <i>Title</i>