

File ID: 2024-02054

1/28/2025

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**Agreement with AidKit Inc. for the Creative Growth Support Fund Project [Published for 10-day Review on 1/16/2025]**

File ID: 2024-02054

**Location:** Citywide

**Recommendation:** Pass a **Motion** authorizing the City Manager or the City Manager's designee to execute an agreement with AidKit Inc. as administrator of the Creative Growth Support Fund project with a not-to-exceed amount of \$2,247,800.

**Contact:** Mannylyn Timoteo, Administrative Analyst, (916) 808-3982, mtimoteo@cityofsacramento.org; Jason Jong, Cultural and Creative Economy Manager, (916) 808-5105, jjong@cityofsacramento.org; Megan Van Voorhis, Director, (916) 808-5979, mvanvoorhis@cityofsacramento.org; Department of Convention and Cultural Services

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-Agreement

**Description/Analysis**

**Issue Detail:** On September 14, 2021, Sacramento City Council adopted the mayor's proposed American Rescue Plan Act (ARPA) Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework. The recommendations contained in the ARPA Framework and Funding Priorities allocate \$10 million of those funds to critical projects and programs needed to address the impact of the pandemic on the creative economy. Among those projects was support for arts and cultural nonprofits, creative businesses, individual artists, iconic events, youth workforce development and arts journalism.

On October 8, 2024, City Council adopted Resolution No. 2024-0293 approving the Creative Growth Support Fund, a revised approach to funding individual artists through the ARPA Arts and Creative Economy Program. The project takes the form of a 12-month program that will include regular payments of \$850/month to 200 artists, for a total of \$10,200 per artist over the term of the funding

period. Eligible uses of funds would include but are not limited to basic monthly living expenses enabling recipients to devote time to their creative practice as well as expenses associated directly with their creative practice; ineligible use of funds (restrictions) will be clearly identified. Recipients will also have access to convening and networking opportunities as well as professional development programming tailored to the cohort's needs.

With the Creative Growth Support Fund, the program aims to advance each recipient's artistic practice, while fostering creative growth within the overall artist population.

The need for a third-party payment facilitator to administer the timely distribution of funds to program recipients was identified as critical to the success of the program. After an independent panel of reviewers complete their assessment of qualified applicants in the areas of 1) commitment to excellence, 2) artistic merit, and 3) public benefit, the payment facilitator will then ensure the randomized selection among highest-ranking applicants. The payment facilitator will be responsible for the disbursement of timely, consistent, and secure recurring monthly payments to awarded individual artists and cultural bearers in Sacramento.

Through the RFP process, the Office of Arts and Culture solicited proposals to conduct payment facilitation and additionally included the option to articulate full-service support including the creation and administration of a linked application portal. Three eligible organizations submitted proposals. After staff review and scoring of proposals, AidKit most closely met all expressed needs for the program within the proposed program budget. Some of the distinguishing traits that led to AidKit's selection includes:

- AidKit is a "purpose-driven" software platform. Unlike the other bidders, AidKit led with their commitment to support solidarity informed programs across the country. They started with Colorado's pandemic program, Left Behind Workers Fund which disbursed \$38 million in emergency aid payments. This was a large program that needed a software program that was high integrity/high accessibility.
- They are experienced in working with government agencies and understand their strengths, challenges and limitations. To date, they've worked with 190 government and nonprofit entities to deliver cash aid.
- They are a full-service platform, providing end-to-end services to administer and receive cash aid. They will build the program with the Office of Arts and Culture, working with the team to qualify based on eligibility requirements, and screen applicants accordingly. Their platform is user-friendly, and they have capabilities for language translation (with Spanish language translations built into the service contract). They are committed to lessen the burden for the user and keeping administrative burden to a minimum.
- They have the capabilities to take all pre-qualified applicants and sort and select to create the most diverse pool of grantees possible.
- They have robust fraud protection tools including verification of eligibility documents,

duplication checks, and any custom criteria that we might add.

- Payments can be made directly to artists through ACH transfer, physical debit cards, or virtual debit cards.
- They can support reporting requirements and will provide dashboards filtered by demographics, etc. and will have accessible payment dashboards available to City staff that will show funds available, committed, and monthly payment statements as well as follow-up surveys.

**Policy Considerations:** City Council approval is required to award contracts of \$250,000 or more per City Code 3.04.010.

Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was published for 10-day review on January 16, 2025, in compliance with the City Code.

**Economic Impacts:** According to Creative Vitality Suite, a service of Creative West (formerly the Western States Arts Federation), there were 3,536 individual artists and performers in the City of Sacramento in 2023 (the most recent year for which data is available) . Those artists generated \$79.1 million in industry earnings in 2023. In partnership with a third-party payment administrator, the Creative Growth Support Fund intends to provide economic stability to 200 artists and culture bearers, enabling recipients to devote time to their creative practice as well as expenses associated directly with their creative practice.

**Environmental Considerations:** None, as the recommendations in this report do not constitute a “project” under the California Environmental Quality Act (CEQA) as they involve government fiscal activities that do not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Section 15378(b)(4) of the CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.), and is, therefore, not subject to CEQA pursuant to Section 15060(c)(3) of the CEQA Guidelines.

**Sustainability:** Not applicable.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** On October 9, 2024, City Council adopted Resolution No. 2024-0293 approving the Creative Growth Support Fund, a revised approach to funding individual artists through the ARPA Arts and Creative Economy Program. The project is a 12-month program that will include consistent payment of \$850/month to 200 artists, for a total of \$10,200 per artist over the term of the funding period. With the Creative Growth Support Fund, the program aims to advance each

recipient's artistic practice while fostering creative growth within the overall artist population.

The need for a third-party payment facilitator to administer the timely disbursement of funds to program recipients was identified as critical to the success of the program. Through a formal bidding process, the Office of Arts and Culture solicited proposals to conduct payment facilitation and full-service support which includes the creation and administration of a linked application portal. AidKit most closely met all expressed needs for the program within the proposed program budget. AidKit's wealth of experience, strong recommendations from the field, attention to equity, and familiarity with government-issued programs contributed to the rationale for this recommendation. Staff have determined that AidKit is a comprehensive solution for delivering ongoing payments.

**Financial Considerations:** On March 1, 2022, City Council approved the transfer of \$10 million from the available fund balance of the ARPA Reinvestment Funds (Fund 1003) to the Arts and Creative Economy Program (I17609000). Sufficient funding is available in the Arts and Creative Economy Program (I17609000) to execute the agreement with AidKit for a not-to-exceed amount of \$2,247,800, which includes up to \$2,040,000 in payments to program participants and up to \$207,800 in payments to AidKit for program management.

**Local Business Enterprise (LBE):** Not applicable.

CONTRACT #: PRC003311  
CONTRACT NAME: Creative Growth Fellowship Program  
DEPARTMENT: Convention & Cultural Services  
DIVISION: Office of Arts & Culture

CITY OF SACRAMENTO

**NONPROFESSIONAL SERVICES AGREEMENT**

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

*AidKit, Inc.  
2000 S. Colorado Blvd., Bldg. 1-2000, #177, Denver, CO 80222  
Phone: 503-706-9210/E-mail: julia@aidkit.cloud*

(“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 the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda  
Exhibit A – Scope of Work  
Exhibit B – Payment  
Exhibit C – Insurance  
Exhibit D – General Conditions  
Purchase Orders

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 non-professional services described in Exhibit A (“Services”).

Contractor will not be compensated for non-professional 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 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. **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.
9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.  
The Living Wage Ordinance is 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 the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. 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 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

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") are 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:

*Melissa Cirone/Grants & Programs Manager  
915 I St., 3rd Floor, Sacramento, CA 95814  
Phone: 916-808-3983/E-mail: mcirone@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Julia Ford/Director of Growth Operations  
2000 S. Colorado Blvd., Bldg. 1-2000, #177, Denver, Colorado 80222  
Phone: 503-706-9210/E-mail: julia@aidkit.cloud*

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 *18 months, ending on June 30, 2026*. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

**Scope of Work**

**I. Scope of Work**

AidKit will provide the following software and services to support Sacramento’s Creative Growth Fellowship Grant Program activities.

Services	Description
Discovery Consultation	<ul style="list-style-type: none"> <li>● Design Consultation Package with Client</li> </ul>
Build custom forms	<p>Form contents will be provided by Client in the <a href="#">template format indicated</a> by AidKit. AidKit will construct the form, and facilitate two (2) rounds of revision. After the 2nd revision, the form(s) will be presented to the Client for acceptance testing. After acceptance, any additional changes will be out of scope. The following forms are included in this SOW:</p> <ul style="list-style-type: none"> <li>● Application form                             <ul style="list-style-type: none"> <li>○ Public link</li> </ul> </li> <li>● Pre-enrollment Benefits Counseling Survey to support Partner Managers in providing counseling.</li> <li>● Enrollment form (payment choice selection, may include light verification, consent to participate)</li> </ul> <p>During revisions, a <b><u>user testing tracker sheet</u></b> will be provided to Client.</p>
Form distribution	<p>Application forms will be distributed in the following way(s):</p> <ul style="list-style-type: none"> <li>● An open URL will be shared online for anyone who wants to apply. (Administrators can assist in person or over the phone when needed)</li> </ul>
Form and Notif Translations	<p><b>Translations included</b></p> <ul style="list-style-type: none"> <li>● AidKit-sourced human translation (English and Spanish)</li> <li>● Additional Languages Supported beyond English and Spanish: English, Spanish, Vietnamese, Tagalog, Chinese Mandarin and Cantonese- Services provided by Client</li> </ul>
Consent	<p><b>The following types of consent will be collected through AidKit.</b></p> <ul style="list-style-type: none"> <li>● Consent to share visual assets and artwork</li> <li>● Consent to share information</li> </ul>
<b>Application Review:</b> Eligibility verification and fraud prevention workflows	<p>AidKit will provide custom eligibility verification and fraud prevention workflows. AidKit will identify eligibility edge cases and provide recommended best practices for how to treat them. AidKit will construct the workflow, and facilitate two (2) rounds of revision. After</p>

	<p>the 2nd revision, the workflow will be presented to the Client for acceptance testing. After acceptance, any additional changes will be out of scope.</p> <p><b>Relevant Eligibility Verification Criteria:</b></p> <ul style="list-style-type: none"> <li>● Applicant identity (ID)</li> <li>● Residency criteria (defined area by muni, county, state, zip, or census block): TBD w/ Client</li> <li>● Income criteria (% FPL or predefined household-size thresholds): TBD w/ Client</li> </ul> <p><b>Additional Eligibility Verification Criteria:</b></p> <ul style="list-style-type: none"> <li>● Custom criteria: <ul style="list-style-type: none"> <li>○ Judgment of Art</li> </ul> </li> </ul> <p><b>Fraud detection tools to be used:</b></p> <ul style="list-style-type: none"> <li>● Verification document similarity checks</li> <li>● Duplicate identify checks (using facial recognition flags for human review)</li> <li>● Duplicate address, phone number, email address checks</li> </ul> <p><b>Recollection</b>  If an applicant provides eligibility documentation that is flawed (expired, wrong document, blurry image/scan), do you want AidKit to send them a notification and link to re-upload the problematic document(s)? Note that if selected, attempts to recollect problematic documents will be limited to two (2).</p> <ul style="list-style-type: none"> <li>● Yes</li> </ul> <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li>● There is no appeals process included</li> </ul>
<p>Communications</p>	<p><b>Unlimited individual communications</b></p> <ul style="list-style-type: none"> <li>- Administrator portal will allow Client to send unlimited one-on-one communications to applicants/participants</li> </ul> <p><b>Automatically triggered notifications</b> (sent by SMS and/or email):  SMS text messages can be no longer than 160 characters.</p> <ul style="list-style-type: none"> <li>● Application submitted with link to applicant status page*</li> <li>● Application document/data recollection (3 reminders)</li> <li>● Application approved/denied (selected/not selected)</li> <li>● Time to enroll in payments</li> <li>● Enrollment submitted</li> <li>● Payment issued</li> <li>● Payment follow up survey</li> <li>● Program ending (reminders scheduled for 3 points in time)</li> </ul>

	<p>Outside of planned, triggered notifications, Client will also be entitled to:</p> <ul style="list-style-type: none"> <li>- Up to three (3) per year (no rollover)</li> <li>- Content must be provided to AidKit 7 business days in advance</li> <li>- No marketing or promotional content</li> <li>- SMS text messages can be no longer than 160 characters.</li> </ul> <p>*Applicant Status page can be updated with information related to the program</p>
<p>Program Pass-through payments</p>	<p>Or, if program is finite, total volume: \$2.04M</p> <p>Type of payments:</p> <ul style="list-style-type: none"> <li>● Recurring</li> </ul> <p>Duration of payments:</p> <ul style="list-style-type: none"> <li>● 12 Months</li> </ul> <p>Payment disbursement cadence</p> <ul style="list-style-type: none"> <li>● Batch payments (Monthly)</li> </ul> <p>Payment methods supported:</p> <ul style="list-style-type: none"> <li>● ACH transfer (direct deposit)</li> <li>● Physical Debit Card <ul style="list-style-type: none"> <li>○ Mailed to end-user</li> </ul> </li> <li>● Virtual Debit Card</li> </ul>
<p>End-user Support</p>	<ul style="list-style-type: none"> <li>● Integrated AidKit support portal using AidKit assigned email and phone number (supports SMS, call, and email ticketing) to <i>be staffed by Client</i></li> </ul>
<p>Administrator Training and Support</p>	<p><b>Training</b></p> <p>Administrator training included:</p> <ul style="list-style-type: none"> <li>● Applicant Assistance Train-the-trainer (Live one-hour video conference, recorded for later reference, focused on how to provide in person or phone assistance to applicants.)</li> <li>● Review and Recollection Train-the-trainer (Live one-hour video conference, recorded for later reference, focused on how to review an application, request additional data and documents when needed, check fraud flags, and approve an applicant for payment )</li> <li>● Applicant Support Train-the-trainer (Live one-hour video conference, recorded for later reference, focused on how to respond to support tickets from applicants)</li> </ul> <p><b>Technical Support</b></p> <p>Administrators in need of technical support will contact AidKit using the following mechanism:</p>

	<ul style="list-style-type: none"> <li>• Dedicated Slack channel for up to 2 authorized Client representatives</li> </ul> <p>In the event of a system issue after hours, administrators should email “<a href="mailto:help@aidkit.cloud">help@aidkit.cloud</a>” and include the following information: Nature of the issue, example of impacted user (if applicable), screenshots (if applicable).</p> <p><b>Change Requests</b> If the Client wishes to request changes to forms or workflows after user-acceptance testing, a change order ticket form will be filled out via AidKit’s provided Motion.io platform.</p> <p>Any changes requested after user-acceptance testing is complete will be billed as “additional work.”</p>
Reporting and Dashboards	<p>The following standard dashboards and reports will be included: (Please note that standard dashboards are limited to data elements directly collected through AidKit. Complex derivatives (custom SQL queries) can be achieved through data export and analysis outside of AidKit, or through custom dashboards).</p> <ul style="list-style-type: none"> <li>• Application dashboard (number of submitted applications, applicant demographics, applicant source)</li> <li>• Applicant Verification State dashboard (applications submitted, applications in review, approved, denied, ineligible, etc). This can be filtered by any variable we collect (e.g. race).</li> <li>• Support dashboard (only available if using AidKit’s integrated support portal)</li> <li>• Payments dashboard (funds available, funds committed, participants approved for payment, monthly payment statements)</li> <li>• Follow up survey dashboard (survey response rates, responses by demographic categories, demographics of non-respondents)</li> </ul>
Accounting	<p>Accounting/Fiscal Reporting Requirements:</p> <ul style="list-style-type: none"> <li>• Quarterly payment reconciliation</li> </ul>

## II. Acceptance Testing

Each customized deliverable will require Client Acceptance Testing. Client delays in acceptance testing will result in delays in the delivery of subsequent AidKit deliverables.

Client’s Authorized Acceptance Testing Representative Name	Melissa Cirone
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<b>Title</b>	Grants & Programs Manager
<b>Email address</b>	MCirone@cityofsacramento.org

<b>Deliverables Requiring Acceptance Testing</b>	<b>Dependencies</b>
Eligibility and Verification Protocol Approved	Eligibility and verification plan will be provided by the Client prior to AidKit starting work on the application, review and enrollment deliverables.
Application Language	All copy associated with the program will be provided by the Client in a format provided by AidKit.
Pre-Launch End to End User Testing	Client to provide testing group, AidKit to run testing.

### III. Timeline

AidKit and Client agree to work in good faith toward the following target dates, provided the Client supplies AidKit with the inputs and resources necessary for the completion of the project according to the timeline table below.

In the event of delays in providing Client inputs, AidKit reserves the right to adjust project timelines accordingly. The parties agree to discuss and agree upon revised timelines in good faith.

<b>AidKit Deliverables</b>	<b>Client Inputs</b>	<b>Typical time to AK Deliverable once client inputs are received</b>
EVP, Application Copy, Dashboard Metrics, & Notification Draft shared with Client		1 Week Post-Contract Signing
English Version of Application Form	Complete Eligibility Criteria Application questions Program description Program/Client logo Hero photo/video (if desired)	4 Weeks from Client Input Delivery (includes internal user testing)

Partner Final User Testing Session of Application Form		Takes place for 1 week period following English Version of Application Form
Review and Verification Workflow	Client approves eligibility verification protocol, specifies form contents, and helps to facilitate user testing	3 Week following User Testing of application (includes internal testing of review)
Partner Final User Testing Session of Review and Verification WorkFlow and Sign Off		1 Week after Review and Verification Flow Deliverable
Custom Dashboard Build	Complete Dashboard Metric plan approved by partner	1 Week after Partner User Testing of Review and Verification workflow
Bulk/Triggered Notification set-up	Notification Plan approved by client	1 Week after approved by client
Program Launch (Launch is defined as application and review flow ready for public/external dissemination and use, i.e. ready to start accepting and processing applications)	Client Acceptance testing complete for: 1. Application form 2. Eligibility verification and fraud prevention workflow  Initial invoice for program pass-through funds paid and in AidKit account at least X business days in advance of launch.	Week of April 14th
Payment disbursement	Client selects supported payment methods and sends sufficient funds in advance to cover the first quarter year of payments.	Target date for May 2025 - Flexible, depending on timeline of open application and review.

**IV. Pass-Through Payment Setup**

Step	Party Responsible
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Client will transfer pass-through funds to AidKit upon being invoiced per section VI."Pass-Through Payment Schedule." If multiple funds are transferred, Client will indicate allowable uses per fund to AidKit.	Client
AidKit will provide monthly or quarterly invoices to Client in advance of payment disbursements for the pass-through funds received, by fund type.	AidKit
AidKit will return to the Client any unused grant funds upon completion of this Agreement via the Client's preferred method, as specified below:	AidKit
Client issues final approval of the grant payments based on the agreed upon eligibility criteria defined. Once the applicant is considered "Approved" by AidKit, the client considers the applicant ready for payment without additional authorization required.	Client
On behalf of Client, AidKit will disburse individual pass-through payments for all approved applications through AidKit financial accounts.	AidKit

**V. Pass-Through Payment Invoicing Schedule**

AidKit will invoice Client in advance for projected pass-through payment disbursements on a quarterly basis.

Quarterly

AIDKIT WILL INVOICE ACCORDING TO THE SCHEDULE BELOW AND MUST RECEIVE FUNDS AT LEAST 5 BUSINESS DAYS PRIOR TO PAYING PARTICIPANTS TO AVOID DELAYS.

The following budget total is based on the Scope of Work outlined in Section I above. The total amount of Pass-Through Payments expected to be disbursed by AidKit is: \$2,040,000

In the event that the Client secures additional funding and requires AidKit to disburse additional pass-through payments, AidKit will charge 3% of funds disbursed in excess of the total listed above.

Pass-through payment invoicing will happen according to the following schedule:

<b>Description of Payment</b>	<b>Total Pass-through Funds included in this invoice</b>	<b>Invoice Date (AK to invoice Client)</b>
Pass-through Payment #1	\$408,000 (invoiced 1 month prior to launch)	March 15th, 2025
Pass-through Payment #2	\$408,000	June 15th, 2025



Pass-through Payment #3	\$408,000	September 15th, 2025
Pass-through Payment #4	\$408,000	December 15th, 2025
Pass-through Payment #5	\$408,000	March 15th, 2026

**VI. Admin Fees**

The following budget total is based on the Scope of Work outlined in Section I above. The total anticipated fee is \$207,800.

Changes to the Scope of Work, duration of platform access and use, or total funds disbursed will be billed as “Additional Work.” Any work outside the SOW, as outlined in Section I, shall be approved by the Clients Authorized Representative, as outlined in Section VII prior to the start of any “Additional Work.”

<b>Description of Payment</b>	<b>Amount &amp; Milestone</b>	<b>Invoice Date</b>
Customization Fee	50% or \$62,500 at signing	At Contract Signing
Customization Fee	50% or \$62,500 when system build is complete	Projected for April 15, 2025
Monthly Platform Fees	\$3,500 billed monthly	May 15, 2025 June 15, 2025 July 15, 2025 August 15, 2025 September 15, 2025 October 15, 2025 November 15, 2025 December 15, 2025 January 15, 2026 February 15, 2026 March 15, 2026 April 15, 2026
Fund Disbursed Fee	\$3,400 billed monthly Equal to 2% of funds <i>projected</i> to be disbursed. (After final reconciliation, Client will be invoiced or refunded based on actuals)	May 15, 2025 June 15, 2025 July 15, 2025 August 15, 2025 September 15, 2025 October 15, 2025 November 15, 2025 December 15, 2025

		January 15, 2026 February 15, 2026 March 15, 2026 April 15, 2026
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VII. **Client Billing Contact(s)**

<b>Client's Authorized Representative (s) Name</b>	Melissa Cirone
<b>Title</b>	Grants & Programs Manager
<b>Email address</b>	MCirone@cityofsacramento.org

## 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 \$ 207,800.00. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid 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.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto: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) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

- D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. 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.
- E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.
- F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6. **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.

7. **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.

8. **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.

9. **Public Works Requirements.**

The services provided under this Contract include *[check one if applicable]*:

\_\_\_\_\_ Construction work in an amount exceeding \$25,000;

- \_\_\_\_\_ 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; or
- \_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

**If any of the lines is checked above**, this Contract includes “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.

- 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.

## 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.

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. **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.

7. **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.

8. **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.

9. **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 thereof 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 a perpetual, non-exclusive, non-transferable license to the use, of all information prepared, produced, or provided by Contractor under this Contract. Contractor retains all right, title, and interest, including all intellectual property rights, in and to its pre-existing intellectual property, proprietary software, algorithms, methods, processes, and know-how. 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. Any modifications, improvements or derivative works based on Contractor's pre-existing intellectual property shall be owned by the Contractor. 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, such information may 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" or "confidential" 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" or "confidential" designation of such information. All personally identifiable information will be considered "confidential" and the Contractor will not share any personally identifiable information with any government entities or third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement, except in the case of a court order.
- 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" or "confidential" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.
- E. Notwithstanding anything to the contrary herein, City acknowledges that Contractor's software, including its source code, object code, specifications, architecture, algorithms, know-how, interfaces, development tools, procedures, and documentation shall remain the exclusive property of Contractor. Nothing in this Agreement shall be construed to grant City any rights in Contractor's intellectual property except as explicitly stated herein.
- F. While City will treat Aidkit, Inc. information as confidential, City is still subject to Public Record Requests.

- 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, as mentioned in the SOW; 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. Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from material defect and suitable for the purposes intended by City, as expressly set forth in the Contract documentation. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

- A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard warranty for similar services.
- B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.
- C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.
- D. City's inspections, approval, acceptance, or payment for all or part of any Goods and Services will in no way affect City's warranty rights.

**A. 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 are caused by, (i) the negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City; (ii) any material breach by the City of a representation, warranty, and/or covenant made by the City under this agreement; (iii) any inaccuracy or incompleteness in data or information provided by City or its users; or (iv) acts of fraud or attempts to defraud Contractor by users of the Services.
- 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 section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**B. 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.

**C. 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:

Withholding of payments to Contractor under this Contract until Contractor complies; 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.

19. **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.

20. **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.

21. **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.

22. **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.



**23. 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.

**24. 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.

**25. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.

**26. 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.

**27. 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 210 University Boulevard, Suite 600 Denver CO 80206	CONTACT NAME: Brooke Comstock
	PHONE (A/C, No, Ext): 303-892-6900 FAX (A/C, No):
	E-MAIL ADDRESS: brooke_comstock@ajg.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Hartford Underwriters Insurance Company 30104
INSURED AidKit, Inc. 383 Corona St Unit #814 Denver CO 80218	AIDKINC-01 INSURER B : Hartford Accident and Indemnity Company 22357
	INSURER C : Underwriters at Lloyd's London 15792
	INSURER D : Travelers Casualty and Surety Co of America 31194
	INSURER E :
	INSURER F :

**COVERAGES** CERTIFICATE NUMBER: 1724090053 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		83SBMAH9FUE	10/8/2024	10/8/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83SBMAH9FUE	10/8/2024	10/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83SBMAH9FUE	10/8/2024	10/8/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WECAH9FV4	10/8/2024	10/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			APT1157024	4/6/2024	4/6/2025	Limit \$5,000,000
C	Professional Liability			APT1157024	4/6/2024	4/6/2025	Limit \$5,000,000
D	Crime			107723970	10/25/2024	10/25/2025	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is an Additional Insured as respects to General Liability, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  City of Sacramento c/o EXIGIS LLC P.O. Box 947 Murrieta CA 92564	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**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: Brittany Christenson  
Brittany Christenson (Jan 2, 2025 13:39 EST)

Title: CEO

Additional Signature (if required): Kat Van Gasse  
Katrina Van Gasse (Jan 7, 2025 13:44 MST)

Title: Chief Impact Officer

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

Signature: RM  
Ryan Meyerhoff (Jan 7, 2025 12:49 PST)

Title: Senior Deputy City Attorney

**Reviewed By:**

Signature:

Title:

**Approved By:**

Signature:

Title:

**Additional Signature (if required):**

Title: