

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Tenth Amendment**

THIS AMENDMENT (this “Amendment”) is made as of August 18, 2021 in San Francisco, California, by and between **21 Tech, LLC** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below);  
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term “Agreement” shall mean the Agreement dated June 18, 2013 between Contractor and City, as amended by the:

First amendment,	dated March 3, 2014,
Second amendment,	dated March 1, 2015,
Third amendment,	dated July 28, 2015,
Fourth amendment,	dated August 15, 2016,
Fifth amendment,	dated March 20, 2017,
Sixth amendment,	dated May 15, 2018,
Seventh amendment,	dated November 1, 2018,
Eighth amendment,	dated November 6, 2019, and
Ninth amendment	dates October 15, 2020.

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the

Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 2.** Section 2, **Term of the Agreement**, currently reads as follows:

**2. Term of Agreement.** Subject to Section I, the term of this Agreement shall be from May 31, 2013 to June 30, 2022.

**Such section is hereby amended in its entirety to read as follows:**

**2. Term of Agreement.** Subject to Section I, the term of this Agreement shall be from May 31, 2013 to May 30, 2023.

**2b. Section 4.** Section Services Contractor Agrees to Perform of the Agreement currently reads as follows:

**4. Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendices A, "Description of Services," A-3, "Change Requests," A-4, "Change Requests 7, 9, 10, and 11," A-5, "Scope of Work for Online Applications for Gross Receipts Tax/Payroll Expense Tax/ Administrative Office Tax Annual Filing, Quarterly Filing, and Business Registration Renewal," A-6, "Scope of Work for Account Update, LICA - Unified Licensing, Online Applications for Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Filing 2016, and Additional Professional Services Hours," A-7, "Scope of Work for Tax Year 2017 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Return, Fiscal Year 2018 Business Registration Renewal Application, Fiscal Year 2019 Business Registration Renewal Application, Posting 2017 Estimated Tax Payment Obligations into Aumentum, Account Update Application Updates, and Additional Professional Services Hours for Help with Internal Technology Integration Projects," A-8, "Scope of Work for Tax Year 2018 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Return, Fiscal Year 2020 Business Registration Renewal Application, Tax Year 2019 Gross Receipts Tax/Payroll Expense Tax/ Administrative Office Tax/Commercial Rent Tax Annual Return, Account Update Application Updates, API configuration help, and Additional Professional Services Hours for Help with Internal Technology Integration Projects," A-9, “Change to Scope of Work for Tax Year 2019 Annual Business Tax Return and Fiscal Year 2021 Business Registration Renewal Application,” and A-10 “Scope of Work for Tax Year 2020 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax/Commercial Rents Tax/Homelessness Gross Receipts Tax/Homelessness Administrative Office Tax/Cannabis Tax Annual Return, Account Update Application, Fiscal Year 2022 Business Registration Renewal Application, and

Additional Professional Services Hours for Help with Internal Technology Integration Projects,” attached hereto and incorporated by reference as though fully set forth herein.

**Such section is hereby amended in its entirety to read as follows:**

**4. Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendices A, "Description of Services," A-3, "Change Requests," A-4, "Change Requests 7, 9, 10, and 11," A-5, "Scope of Work for Online Applications for Gross Receipts Tax/Payroll Expense Tax/ Administrative Office Tax Annual Filing, Quarterly Filing, and Business Registration Renewal," A-6, "Scope of Work for Account Update, LICA - Unified Licensing, Online Applications for Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Filing 2016, and Additional Professional Services Hours," A-7, "Scope of Work for Tax Year 2017 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Return, Fiscal Year 2018 Business Registration Renewal Application, Fiscal Year 2019 Business Registration Renewal Application, Posting 2017 Estimated Tax Payment Obligations into Aumentum, Account Update Application Updates, and Additional Professional Services Hours for Help with Internal Technology Integration Projects," A-8, "Scope of Work for Tax Year 2018 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Return, Fiscal Year 2020 Business Registration Renewal Application, Tax Year 2019 Gross Receipts Tax/Payroll Expense Tax/ Administrative Office Tax/Commercial Rent Tax Annual Return, Account Update Application Updates, API configuration help, and Additional Professional Services Hours for Help with Internal Technology Integration Projects," A-9, "Change to Scope of Work for Tax Year 2019 Annual Business Tax Return and Fiscal Year 2021 Business Registration Renewal Application," A-10 "Scope of Work for Tax Year 2020 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax/Commercial Rents Tax/Homelessness Gross Receipts Tax/Homelessness Administrative Office Tax/Cannabis Tax Annual Return, Account Update Application, Fiscal Year 2022 Business Registration Renewal Application, and Additional Professional Services Hours for Help with Internal Technology Integration Projects," and A-11, "Scope of Work for Tax Year 2021 Gross Receipts Tax/Administrative Office Tax/Commercial Rents Tax/Homelessness Gross Receipts Tax/Homelessness Administrative Office Tax Annual Return and Cannabis Tax/Overpaid Executive Tax Informational Annual Return, and the Business Tax Payment Portal Refresh, and Additional Professional Services hours for database consultation, and Additional Professional Services hours for OnBase Configuration" attached hereto and incorporated by reference as though fully set forth herein.

**2c. Section 5.** Section 5 **Compensation** of the Agreement currently reads as follows:

**5. Compensation.** Compensation shall be made according to the payment schedule identified in Appendices B "Calculations for Professional Services," B-1 "Calculation of Charges - Change Requests," B-2 "Calculation of Charges - Change Requests 7, 9, 10, and 11," B-3 "Calculation of Charges," B-4 "Calculation of Charges," and B-5 "Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein, for deliverables that Treasurer, or his or her authorized representative, in his or her sole discretion, concludes have been performed. Sign-off of a deliverable by the Treasurer's authorized representative or

use of any material produced as part of a deliverable in the implementation process or use in production is considered acceptance of that deliverable and obligates the City to pay for that deliverable when accompanied by an accompanying Contractor invoice. Each key deliverable will require a sign-off by the client manager on the project. The sign-off process should not take more than 5 business days without an acceptable reason for delay. The City will make a good faith attempt to pay all invoices within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30-day period. In no event shall the amount of this Agreement exceed **\$5,890,323.00**. The breakdown of costs associated with this Agreement appears in Appendices B "Calculations of Professional Services," B-1 "Calculation of Charges -Change Requests," B-2 "Calculation of Charges - Change Requests 7, 9, 10, and 11," B-3 "Calculation of Charges," B-4 "Calculation of Charges," B-5 "Calculation of Charges," B-6 "Calculation of Charges," and B-7 "Calculation of Charges," and B-8 "Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Office of the Treasurer & Tax Collector as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

If City is more than 60 days in arrears on its payment obligation to Contractor, and Contractor has notified the City in writing after the City is more than 30 days in arrears on that payment obligation, Contractor may suspend Services hereunder until such time as City is current on its payment obligations.

**Such section is hereby amended in its entirety to read as follows:**

**5. Compensation.** Compensation shall be made according to the payment schedule identified in Appendices B "Calculations for Professional Services," B-1 "Calculation of Charges - Change Requests," B-2 "Calculation of Charges - Change Requests 7, 9, 10, and 11," B-3 "Calculation of Charges," B-4 "Calculation of Charges," and B-5 "Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein, for deliverables that Treasurer, or his or her authorized representative, in his or her sole discretion, concludes have been performed. Sign-off of a deliverable by the Treasurer's authorized representative or use of any material produced as part of a deliverable in the implementation process or use in production is considered acceptance of that deliverable and obligates the City to pay for that deliverable when accompanied by an accompanying Contractor invoice. Each key deliverable will require a sign-off by the client manager on the project. The sign-off process should not take more than 5 business days without an acceptable reason for delay. The City will make a good faith attempt to pay all invoices within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30-day period. In no event shall the amount of this Agreement exceed **\$6,354,563.00**. The breakdown of costs associated with this Agreement appears in Appendices B "Calculations of Professional Services," B-1 "Calculation of Charges -Change Requests," B-2 "Calculation of Charges - Change Requests 7, 9, 10, and 11," B-3 "Calculation of Charges," B-4 "Calculation of Charges," B-5 "Calculation of Charges," B-6 "Calculation of Charges," and B-7 "Calculation of Charges," B-8 "Calculation

of Charges” and B-9 “Calculation of Charges” attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Office of the Treasurer & Tax Collector as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

If City is more than 60 days in arrears on its payment obligation to Contractor, and Contractor has notified the City in writing after the City is more than 30 days in arrears on that payment obligation, Contractor may suspend Services hereunder until such time as City is current on its payment obligations.

**2d. Appendix A-11.** Appendix A-11, “Scope of Work for Tax Year 2021 Gross Receipts Tax/Administrative Office Tax/Commercial Rents Tax/Homelessness Gross Receipts Tax/Homelessness Administrative Office Tax Annual Return and Cannabis Tax/Overpaid Executive Tax Informational Annual Return, and the Business Tax Payment Portal Refresh, and Additional Professional Services hours for database consultation, and Additional Professional Services hours for OnBase Configuration”, attached, is hereby added to the Agreement.

**2e. Appendix B-9.** Appendix B-9, “Calculation of Charges,” attached, is hereby added to the Agreement.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

21 Tech, LLC.

DocuSigned by:  
*Tajel Shah*  
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DocuSigned by:  
*Azhar Mahmood*  
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Tajel Shah  
Chief Assistant Treasurer  
Office of the Treasurer and Tax Collector

Azhar Mahmood  
Managing Partner  
9000 Crow Canyon Road, Suite s391  
Danville, CA 94506

Approved as to Form:

City vendor number: 37769  
City supplier number: 0000026644

Dennis J. Herrera  
City Attorney

By: DocuSigned by:  
*Moe Jamil*  
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Moe Jamil  
Deputy City Attorney

Approved:

DocuSigned by:  
*Sailaja Kurella*  
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Sailaja Kurella  
Acting Director of the Office of Contract  
Administration, and Purchaser

## **Appendix A-11**

### **Scope of Work for Tax Year 2021**

Work for Tax Year 2021 includes the following: Gross Receipts Tax, Administrative Office Tax, Commercial Rents Tax, Homelessness Gross Receipts Tax, Homelessness Administrative Office Tax Annual Return and Cannabis Tax, Overpaid Executive Tax Informational Annual Return, Business Tax Payment Portal Refresh, Additional Professional Services hours for database consultation, and Additional Professional Services hours for OnBase Configuration.

#### **1. Project Description:**

The voters of the City and County of San Francisco adopted Proposition E in the November 2012 election, which instituted a gross receipts tax, increased business registration fees, and established a methodology for adjusting gross receipts tax rates and the payroll expense tax rate over the course of a five-year period, commencing January 1, 2014.

The voters of the City and County of San Francisco adopted Proposition F (changes to the gross receipts tax and registration renewal and elimination of the payroll expense tax) and Proposition L (instituted Overpaid Executive Tax) in the November 2020 election.

The Office of the Treasurer & Tax Collector (“TTX”) has previously engaged 21Tech, LLC (“Contractor”) to build online forms and databases to facilitate taxpayer submission of tax filings through the TTX website, including the Gross Receipts Tax, Payroll Expense Tax and Administrative Office Tax Annual Filing, Quarterly Filing, Business Registration Renewal, Transient Occupancy Tax Monthly Filing, Parking Tax Monthly Filing, Account Update, and Payment Portal. Contractor is an authorized third party integrator for the Aumentum (“AUM”) business tax product licensed by TTX from Thomson Reuters. Contractor will build Online Submission forms, database(s) and reports for the listed project deliverables below. TTX reserves the right to not initiate work with Contractor on any of the listed project deliverables.

#### **2. Project Deliverables:**

Contractor shall complete the following list of project deliverables within the time schedule agreed upon pursuant to section 6, Project Events of this Appendix A-11. Each of the project events will be completed for each of the listed project items below provided the first event is executed.

- a. Tax Year 2021 Gross Receipts Tax /Administrative Office Tax/Homelessness Gross Receipts/Homelessness Administrative Office Tax/Commercial Rents Tax Annual Return and Cannabis Tax/Overpaid Executive Tax Informational Annual Return. (Annual Business Tax Return)
- b. Business Tax Payment Portal Refresh
- c. Additional Professional Services hours for database consultation
- d. Additional Professional Services hours for OnBase Configuration

#### **3. Testing, Training and Other Support**

- a. Contractor shall create Technical Specification documents for support purposes.
- b. This may include supplemental artifacts authored by Contractor as deemed necessary by the project team, with the supplemental artifact request and effort estimated and documented through the established Change Control process.

#### 4. RACI

**R = Responsible** = The person who performs the work.

**A = Accountable** = The person ultimately accountable for the work or decision being made.

**C = Consulted** = Anyone who must be consulted with prior to a decision being made and/or the task being completed.

**I = Informed** = Anyone who must be informed when a decision is made or work is completed.

TTX & 21Tech Roles & Responsibilities Matrix		
	21Tech	TTX
Project Management	R/A	C
Requirements Delivery	C	R/A
Requirements Documentation	C/I	R/A
Infrastructure/ Environment Setup	C	R/A
Development Software Setup	R/A	C/I
Solution UI Design	R/A	A/C
Solution Workflow Design	R/A	A/C
Solution Database Design	R/A	C
Solution Integration Design	R/A	A/C
Solution Development/Build	R/A	C/I
Unit Testing	R/A	I
System Integration Test	R/A	C
System Test/UAT Planning & Execution	C	R/A
System Test/UAT Issue Resolution	R/A	C
Training Development Technical	R/A	C
Training Delivery Technical	R/A	C
Training Development Functional	I	R/A
Training Delivery Functional	C/I	R/A
Solution Documentation	R/A	I
Deployment	R	A/C
Post Deployment Support (X days)	R/A	C



## 5. TTX Roles & Responsibilities

- a. TTX will make available subject matter expert resources for each project phase and engagement team members to participate in the gathering of requirements prior to and during the scheduled onsite Discovery Meeting, as well as any remote Discovery-related Meetings. This includes third party resources, including AUM, as well as the TTX internal resources.
- b. TTX and, as needed, any contracted third-party vendors, including AUM, will provide prior to and during the Discovery Meeting complete and accurate technical specifications with the related business rules. Delayed delivery of the technical specifications and the business rules, as well as incomplete, implied, ambiguous, or conflicting technical specifications and business rules will impact the project schedule and will create Change Control.
- c. TTX will provide samples of documents necessary for Discovery and for testing.
- d. TTX will provide samples of report(s) necessary for Discovery.
- e. TTX will provide requested information and work with Contractor to develop the project schedule and any Change Orders needed.
- f. TTX will provide specifications for Contractor to create reports compatible with TTX document management and workflow software.
- g. Alanna Wheatley will be the TTX point of contact for Contractor. Questions, deliverable acceptance forms, invoices and other questions and approvals related to this amendment will be routed through her. She will escalate as appropriate within TTX.

## 6. Contractor's Roles & Responsibilities

- a. Project Management. Contractor shall do the following:
  1. Deliver and maintain a project plan of activities, events, and milestones.
  2. Track and manage resolution of project issues and distribute documentation of issue(s) resolution to City project team.
  3. Monitor and control project scope, schedule and cost using Contractor Change Control process, if necessary.
    - a. Any activities and/or changes identified as requiring Change Control will require written approval from the City prior to the Change being executed by Contractor.
  4. Facilitate regular status meetings and follow up with meeting notes including agreements and next steps.
  5. Provide periodic reporting of actual project time used, estimated time to completion, and comparison to estimate of effort as provided in this Scope of Work.
- b. Requirements Gathering/Documentation/Integration. Contractor shall do the following:

1. Facilitate a meeting/conference call to determine customer system requirements and configuration specifications.
2. In addition to any items agreed to in the Customer Requirements Document, develop all API and scripts in such a manner to integrate projects with existing solutions (i.e., payment portal).

## 7. Project Events

Contractor and City will agree upon a mutually acceptable project timeline and incorporate it into the project schedule/plan, unless otherwise mutually agreed to by both parties.

Sequence	Event
1	Statement of Work signed by both parties.
2	TTX drafts Customer Requirements Document (CRD) (example: powerpoint presentation, excel document).
3	Requirements gathering session(s) facilitated by Contractor.
4	Contractor reviews CRD and notes from requirements session, then documents outstanding questions for TTX.
5	Contractor facilitates requirements review session.
6	Scope of Work (SOW) created by Contractor based on the CRD.
7	CRD and SOW signed by the City and returned to Contractor. Requirements complete.
8	Contractor delivers application, database(s), and reports in test environment.
9	First round of User Acceptance Testing (UAT I) lead by TTX.
10	Approval of UAT 1 by TTX.
11	Contractor delivers UAT I bug fixes for application database(s) and reports in test environment.
12	Second round of User Acceptance Testing (UAT 2) lead by TTX.
13	Approval of UAT 2 by TTX.
14	Contractor delivers application, database(s), and reports in production environment.
15	TTX accepts delivery of application and database(s) in production

	environment (“GO LIVE”).
16	Contractor completes thirty (30) days of post GO LIVE bug fixes.
17	Project closure & knowledge transfer using the CRD, the SOW, and any related Discovery artifacts, including training and technical documentation.

## **8. Acceptance Criteria**

The acceptance of each Project will be based on successful completion of the test plans and delivery of all items detailed in the Project Events section.

## Appendix B-9 Calculation of Charges

In accordance with Section 5, “Compensation,” of this Agreement, Contractor shall receive an amount not to exceed **\$6,354,563.00** in compensation for professional services rendered. The breakdown of charges for Appendix A-11 “Scope of Work for Tax Year 2021 Gross Receipts Tax/Administrative Office Tax/Commercial Rents Tax/Homelessness Gross Receipts Tax/Homelessness Administrative Office Tax Annual Return and Cannabis Tax/Overpaid Executive Tax Informational Annual Return, and the Business Tax Payment Portal Refresh, and Additional Professional Services hours for database consultation, and Additional Professional Services hours for OnBase Configuration,” is as detailed below.

### **Scope of Work for Tax Year 2021 Gross Receipts Tax/Administrative Office Tax/Commercial Rents Tax/Homelessness Gross Receipts Tax/Homelessness Administrative Office Tax Annual Return and Cannabis Tax/Overpaid Executive Tax Informational Annual Return**

This sub project will be executed as fixed bid project with following fees.

<b>Milestone Number</b>	<b>Key Deliverables</b>	<b>Payment Amount</b>
ABT2021-1	Discovery & Requirements for TP and DE forms	\$15,360.00
ABT2021-2	Development, including: <ul style="list-style-type: none"> <li>• Clone ABT20 to ABT21</li> <li>• Update Gross Receipts tax for 2021 (Prop F)</li> <li>• Homelessness Gross Receipts and Commercial Rents Tax to 2021 tax year</li> <li>• Remove Payroll Tax (Prop F)</li> <li>• Add Cannabis Tax</li> <li>• Add Overpaid Executive Tax</li> <li>• Remove Substantially Similar Tax Credit</li> <li>• Remove Clean Tech</li> </ul>	\$100,840.00
ABT2021-3	HTML updates, including appending uploads to filing	\$1,440.00
ABT2021-4	Database creation and DAT file with updated workflow triggers	\$21,000.00
ABT2021-5	Quarterly 2022 ABT posting (logic, calculations, email)	\$7,800.00
ABT2021-6	All portals ready for UAT 1 in Test	\$11,400.00
ABT2021-7	All portals ready for UAT 2 in Test	\$11,400.00
ABT2021-8	Pre-True Up	\$4,400.00
ABT2021-9	Move code, database and reports to production	\$11,400.00
ABT2021-10	Post go-live support	\$12,600.00
ABT2021-11	Project Closure and knowledge transfer	\$12,600.00
<b>Total</b>		<b>\$210,240.00</b>

**Scope of Work for Business Tax Payment Portal Refresh**

This sub project will be executed as fixed bid project with following fees.

<b>Milestone Number</b>	<b>Key Deliverables</b>	<b>Payment Amount</b>
BTPP-1	Discovery & Requirements for: <ul style="list-style-type: none"> <li>• Taxpayer facing BT Payment Portal</li> <li>• Internal Payment Portal – Audit</li> <li>• Internal Payment Portal – Bill Correction</li> <li>• Internal Payment Portal – DE</li> </ul>	\$15,000.00
BTPP-2	All portals ready for UAT 1 in Test	\$25,000.00
BTPP-3	All portals ready for UAT 2 in Test	\$25,000.00
BTPP-4	Ready to move to production	\$10,000.00
BTPP-5	Move code, database and reports to production	\$15,000.00
BTPP-6	Go live in production environment	\$10,000.00
BTPP-7	Post go-live support	\$15,000.00
BTPP-8	Project Closure and knowledge transfer	\$10,000.00
<b>Total</b>		<b>\$125,000.00</b>

**Additional Professional Service Hours for Database Consultation – Time and Material**

This sub project will be executed as Time and Material project with following fees.

Contractor shall receive additional professional services fees not to exceed \$84,000. The Contractor shall charge the City \$240 per hour for such services. Although section 5 “Compensation” of this Agreement includes all 350 additional professional services hours (\$84,000), the City shall only be liable for payment for the hours used. The additional professional services hours will be documented and approved prior to the usage. The Contractor shall separately bill and invoice these additional professional services hours upon completion of the documented deliverable. Contractor will provide timely status updates to the City.

**OnBase Configuration Updates – Time and Material**

This sub project will be executed as Time and Material project with following fees.

Contractor shall receive fees not to exceed \$45,000 for OnBase Configuration. The Contractor shall charge the City \$180 per hour for such services. Although section 5 “Compensation” of this Agreement includes all 250 hours (\$45,000) for these services, the City shall only be liable for payment for the hours used. The hours will be documented and approved prior to the usage. The Contractor shall separately bill and invoice these hours upon completion of the documented deliverable. Contractor will provide timely status updates to the City.