PROFESSIONAL CONSULTANT SERVICES AGREEMENT

FIFTH ASSET, INC., dba DEBTBOOK

Debt Collaboration Software (RFP No. 2085)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and FIFTH ASSET, INC., a Delaware corporation doing business in California as DEBTBOOK ("Consultant").

1.   **Scope of Services**. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Debt Collaboration Software (RFP No. 2085) ("Project").

2.   **Term**. This Agreement shall become effective on July 1, 2021, and shall remain in effect until June 30, 2024, with the option to extend two additional one-year terms upon written agreement of the parties, unless otherwise terminated pursuant to the provisions herein.

3.   **Compensation/Payment**. Consultant shall perform the Services under this Agreement for the total sum not to exceed Fifty-Seven Thousand Seven Hundred Fifty Dollars ($57,750.00) for the initial three-year term. Additional one-year terms may be renewed by City and Consultant for Seventeen Thousand Five Hundred Dollars ($17,500.00) each year. Consultant shall be paid for services in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4.   **Notices**. Any notices required to be given, hereunder shall be in writing and shall be given by mail or by personal service. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Finance Department
City of Riverside
Attn: Karen Hessell
3900 Main Street
Riverside, CA 92522

To Consultant

Fifth Asset, Inc., dba Debtbook
Attn: Tyler Traudt
1920 Abbott Street, Suite 303
Charlotte, NC 28203

5.   **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6.   **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7.   **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8.   **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9.   **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10.   **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors, and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors, and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

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11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties,

liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 **Defense Obligation For Other Than Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 **Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. **Insurance.**

12.1 **General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

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12.1.2 **Ratings**. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy**. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance**. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Consultant's automobile and/or commercial general liability

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insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

> It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of $1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance**. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

12.6 **Technology Professional Liability.** Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate, to protect the City from claims resulting from the Consultant's professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

12.7. **Cyber Liability Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement cyber liability insurance with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17.   **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or termination of this Agreement.

18.   **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City. This provision shall survive the expiration or termination of this Agreement.

19.   **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration of termination of this Agreement.

20.   **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21.   **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22.   **General Compliance With Laws.** Consultant shall keep fully informed of federal, state, and local laws and ordinances and regulations which in any manner affect those employed by

Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies, and practices of the City of Riverside.

23.   **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24.   **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25.   **Termination**. City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1   Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2   City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26.   **Offsets**. Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27.   **Successors and Assigns**. This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28.   **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29.   **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30.   **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31.   **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32.   **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33.   **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1   Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2   This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

FIFTH ASSET, INC., a Delaware corporation doing business in California as DEBTBOOK

By: _____
City Manager

By: *C. Tyler Traudt*
_____

Tyler Traudt
_____
[Printed Name]
President
_____
[Title]

Attest:_____
City Clerk

and

By: *Erik Pelletier*
_____

Erik Pelletier
_____
[Printed Name]
Vice President
_____
[Title]

Certified as to Availability of Funds:

By:_____
Chief Financial Officer

Approved as to Form:

By: _____
Senior Deputy City Attorney

21-0400 RBK 5/20/21

SCOPE OF SERVICES
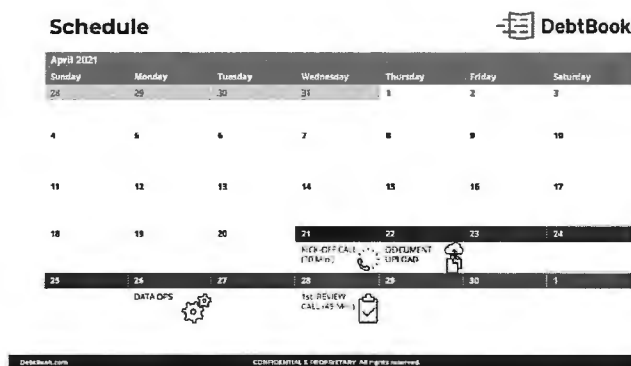
Implementation

One of the greatest risks to the City's success in adopting new debt management software is the ease of the implementation process. DebtBook has customers that have paid for older software solutions which they were never able to implement - a waste of time and money.

To eliminate this risk, DebtBook has staffed a large implementation team to ensure your success. We onboard customers in 29 days or less, often completing the implementation in two or three weeks.

The Implementation Timeline

Our Client Operations team has created the following sample implementation Kickoff Overview for the City. If we're going to be your best vendor, our implementation must provide the best experience possible and that is what we strive to do. Provide us with your documentation and 1-2 hours a week and you will be done in ~ 4 - 6 weeks.
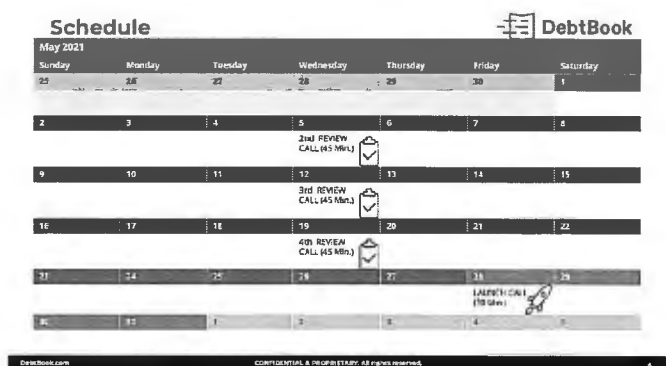
The links below contain links to the City's share-files for Debt and Leases.

Debt Documentation Link

https://debtbook.app.box.com/f/76edc75d05c74650ba4800de976099c6

Lease Documentation Link

https://debtbook.app.box.com/f/eac664c1be604ac681aa7be9ff370e29

Services

Requirement	DebtBook Response
Initial input of all the City's current outstanding debt, including allocating debt schedules by fund, cost center, and project.	DebtBook will do 100% of the data entry at a low cost for the City. Our implementation process is led by former investment bankers, advisors and CPAs.
Storage of all applicable transcripts and legal documents.	Confirmed.
Setup and deployment of production system in accordance with the city and IT technology policy and standards.	Confirmed. DebtBook is 100% cloud based so the work for the City and IT staff should be minimal.
Training and consulting of key staff in multiple departments to ensure they are maximizing use of the system.	Confirmed. Unlimited scheduled and on demand training is available to the City.
As needed help desk for ongoing operations questions.	Confirmed. Live chat available to City with response times averaging under 5 minutes. Robust support center documentation also available 24/7.
Annual review of City system setup and processes to ensure system is being used to its maximum advantage, utilizing all possible functionality.	Confirmed. DebtBook will start with a semi-annual review process to ensure City is successful.
As needed monitoring to ensure new debt and/or information is properly entered, whether by City or Company.	Confirmed. DebtBook will perform a CUSIP search every two weeks to ensure any required updates are made in a timely manner for the City. DebtBook would then update the City's information once supporting documentation is received.
Ability to enter historic and refunded debt in future (if separate cost, please provide pricing).	Confirmed. Today, DebtBook harvests refunding and defeasance events to ensure City will have the ability to move forwards and backwards in the application. This is not yet client facing but should be deployed within the first term of the City's contract, at no additional cost to the City.
Create custom reports based on legislative requirements. (if separate cost, please provide pricing).	Confirmed. DebtBook will customize available reporting categories based on the City's needs. All data views are exportable into an Excel file which the City could further manipulate. In the future, a report-builder will be available for the City to store user specific customized reports, at no additional cost to the City.

System Functionality

Requirement	DebtBook Response
Single source of entry for all debt schedules.	Confirmed.
Forecasting of future payments for multiple uses – budget, capital replacement, disclosure, Annual Reports.	Confirmed.
Collaboration workflow that captures debt invoice payment processing, approval, and provides audit trail and Journal Entry.	Confirmed.
Ability to share real-time data among City departments and outside consultants through separate, role-based logins.	Confirmed. DebtBook offers unlimited users for City departments as well as outside consultants controlled via separate, role-based logins.
Tracking of historic debt service payments.	All actual values are stored in the application through use of the Reporting functionality.
Secured platform with password-protected user access.	Confirmed. DebtBook also allows 2FA for further security.
Ability to run debt schedule queries based on any date range.	Confirmed.
Export queried data and tables into Excel.	Confirmed. Formatted, hardcoded excel files can be exported for use by any team member.
Audit ready notes and reports providing breakdown of debt schedules by fund type for inclusion in the City's annual CAFR – pdf or similar output.	Confirmed. Designed by our Head of Accounting Services, Kasey Harris, CPA, CFE, Debtbook's software creates audit ready notes and reports. Additionally, DebtBook consults with three outside CPA firms to ensure accuracy.
Debt payment and transaction calendar and reminders (including renewal dates for LOCs and continuing disclosure covenants.)	Confirmed.
Track each debt obligation to multiple funds, cost centers and/or projects.	Confirmed.

Additional Functionality (optional)

Requirement	DebtBook Response
Ability to monitor ratings from major rating agencies by active City CUSIPs.	This feature is not currently available but we recognize this as an important feature. We're considering this as a part of the disclosure milestone feature - should a rating change take place a new task could be created for staff to disclose. We would love the City's input around how this functionality could work.
Employee custom report designer/writer with ability to save favorite reports.	This feature is not currently available but we recognize this as an important feature that should be delivered during the first term of the City's engagement.
A system that allows us to store and retain the guidance and knowledge we receive from our industry experts (Municipal Advisors, Bond Counsel, and Underwriters) would be very helpful but is not mandatory.	Robust document storage with guest permissions has already been designed but is not currently available. We estimate this functionality will be delivered during the first term of the City's engagement.

Information Security Requirements

Requirement	DebtBook Response
User Account & Password Management by a designated city staff	Confirmed. See Exhibit E for more detail.
Role/Permission Based Access Control	Confirmed. See Exhibit E for more detail.
External Security and Compliance Certifications (for hosted services) (e.g. SOC I, SOC II, PCI, FedRAMP, HIPAA, ISO, DOJ, FISMA, CJIS, etc.)	Confirmed. See Exhibit E for more detail.
Service Level Management (Including Change/Service Requests, Ticketing, Resolution & Closure)	Confirmed. See Exhibit E for more detail.
Data Backup & Restores (All Systems/Data Must Be Physically Located in The United States)	Confirmed. See Exhibit E for more detail.
The city owns the data. Written authorization is required prior to distributing or sharing the city data to the third-parties.	Confirmed. See Exhibit E for more detail.
Security Incident Response Plan (for hosted services) Service Continuity & Disaster Recovery (for hosted services)	Confirmed. See Exhibit E for more detail.

Requirement	DebtBook Response
Reporting Capabilities, Data Exports/Imports	Confirmed. See Exhibit E for more detail.

Information Security Additional Requirements

Requirement	DebtBook Response
Single Sign On (SSO)/SAML 2.0/OAuth 2.0/ADFS Integration with Identity and Access Management	See Exhibit E for more detail.
Multi-Factor Authentication	See Exhibit E for more detail.
Isolation and Limitation of Traffic to the City's Internal IP Space	See Exhibit E for more detail.
3rd Party Services Associated with The Proposed Solution (If Applicable) Patch Management / Upgrades	See Exhibit E for more detail.
Threat, Vulnerability & Risk Management	See Exhibit E for more detail.
Integration with 3rd Party Data Warehouse	See Exhibit E for more detail.

1 Explain the system architecture

See the attached diagram for a visual representation of the application environment.

2 Is the proposed solution scalable? Explain.

The architecture of our application and Amazon Web Services (AWS) cloud envionrment provide numerous ways for us to address any challenges that may come with scaling our application to meet the needs of the business and our users.

Presently, we're focused on providing high performance and availability through our architecture. Our application is deployed across 3 Availability Zones in the US-East-1 region with auto-scaling set on several resources like EC2 instances to accommodate unpredictable demand.

Images, files and other similar resources are distributed using Cloudfront and S3 to push content to the edge and closer to where users are to reduce load times.

Database replication allows for additional read-replicas to reduce read time. The application also uses Elasticache to reduce read and write time which can be leveraged in other ways.

3 Explain the nature of the data stored in the on-prem/SaaS/Cloud/Database?

DebtBook helps organizations manage all aspects of their debt and lease management program by generating amortization schedules, tracking payments, creating accurate disclosure reports, and organizing all related documents. Our application gathers the following types of customer data:

- Data and documents related to the issuance of debt and leases
- Status information the client has entered to track payment obligations to determine if a payment has been made and when
- Notes the client has entered into the application about a particular debt obligation or lease
- Client provided data corresponding to applicable interest rates, subsidies and expenses
- Employee and admin names and email addresses and avatar photos
- Names and email addresses of Guest users invited to access application

DebtBook's sole business intent collecting the data above is to help the client:

- Create a debt and lease management system of record
- Organize all documents related to the issuance of debt and leases
- View payment schedules based upon desired date range
- Track payments and compliance with all obligations
- Chart obligations for visual analysis
- Generate reports related to all obligations for a given fiscal year for inclusion in annual financial reports
- View allocations across all funds, purposes, projects and legislation
- Assess and audit the security posture of their third-party vendors
- Conduct employee cyber security awareness training

See attached document title DebtBook Data Privacy and Company Platform - Web Application. pdf and our Data Classification Standard for additional details on data and company intent.

4 Does the system store Personally Identifiable Information (PII)?

The application stores minimal Personally Identifiable Information (PII). We collect the types of PII:

- Employee name, title, email address and avatar photo
- Name and email address of Guest users invited to access application

See attached document title DebtBook Data Privacy and Company Platform - Web Application. pdf and our Data Classification Standard for additional details on data and company intent.

5 What application/hosting stack is used?

The product utilizes a modern application architecture that decouples the front-end presentation and back-end application logic for flexibility and scalability. The front-end interface is built using React and the backend is developed using Ruby on Rails with a PostgreSQL database. It's built on Amazon Web Services (AWS) and leverages EC2, Elasticache (redis caching), S3, Relational Database Service (RDS), Cloudwatch (performance monitoring), Cloudtrail (logging), Elastic Load Balancing (ALB), AWS Web Application FIrewall (WAF), GuardDuty, Config, and other services like Route53 and Cloudfront.

6 What client resources will be required to support the system? Please include minimum and recommended number of staff, qualifications, and roles recommended an organization the size of the City of Riverside.

Client resources are not generally required to support the system. The primary users of the application will be expected to participate in the onboarding process with our Client Operations team to contribute their subject matter expertise and verify data loaded by our internal teams. There is no ongoing support required by IT or other client personnel.

7 What Application Programming Interfaces (APIs) or Web Services are availabl

While we utilize an API-driven application architecture, we do not yet make them available to our clients or third-party systems but expect to do so in the future.

8 Do you have open data publishing features?

No, we do not have support for any open data publishing features.

9 Do all users use individual user accounts and role-based access controls? Please explain this and how each user group is limited to "least privilege" permissions.

Yes, individual user accounts are required to access the application with a dedicated user name and password that meets specified requirements. We also provide support for two-factor authentication (2FA) using a time-based one-time password (TOTP) application like Google Authenticator or Authy or similar application. This can be enabled at the account level to require all users to set this up or on an individual user account preference.

Role-based access controls are in place to provide administrators with the ability to to limit access to data and functionality as needed. There are primary roles defined within the application for Admin, Member and Viewer. Admin role is the only role that is able to add users. Members are able to access all functionality and data in a read/write capacity. Viewer role assignments limit access to data to read-only. Admin and Member roles are able to add Guest users and control their permissions.

10 The application must support latest browsers, operating systems, plugins and allow for regular patching and antivirus updates. Does it meet this standard? Please explain.

Yes, the application supports many of the latest browsers and platforms that are widely used. There are no plugins required to use the application and nothing prevents regular patching or antivirus updates. We do not support Internet Explorer per Microsoft's recommendation.

We do not provide a mobile specific version of the applciation. However, it is responsive to different screen and device sizes which provides a consistent experience across desktop, laptop and iPad devices.

11 Explain total cost of ownership of the system. Are there costs for any of the following: hardware, application software licenses, platform software (OS/DB) licenses, database requirements, services (including travel), data conversion, configuration & setup, staff training, back fill cost, internal resource cost, integration?

The application is provided as a Software-as-a-Service with an annual subscription cost and a separate fee for onboarding, which is a one-time charge. Training and Support are included as part of the annual subscription charge. We do not charge additional fees for additional users or anything else.

12 What is your outsourcing practice/policy and are services contracted off-shore? What are partner's security policies?

We will rely on outsourcing to augment the capabilities of our organization as-needed or to bring in a highly-skilled expert resource to perform a specialized task or function. In these cases, we conduct a vendor risk assessment, review engagements semi-annually and require all personnel to review our security policies and practices in our compliance system - Tugboat Logic.

We have an established organizational structure internally. In addition to sales and administrative functions like finance, we have dedicated teams for Product & Engineering and Client Operations that are integral to the development and delivery of our offering. Our product development team consists of a group head, product designer, a fractional resource focused on scaling infrastructure (former VP of Infrastructure at Github), and 5 full-time software engineers.

Client Operations is critical to the successful onboarding, education, and continued support of our customers. Our onboarding process begins with a thorough review of all customer documents that are either sourced from public repositories, outside professionals or directly uploaded by the Client. We have a data entry provider (Information Evolution) that is based in Austin, TX with off-shore resources in Columbia and Coimbatore, India. Our Client Operations team is led by a group head and supported by 2 Client Success Managers (with specific experience in Finance and Accounting), and an Analytics Directory (formerly Head of Financial Structuring at Citigroup for 30 years).

13 Will there be a Solution Replacement or Upgrade fund established so this system can be upgraded and/or replaced in the future?

Not sure if this question is applicable. We continually invest in product, service and infrastructure improvements. Additionally, we are backed by established investors and can raise additional capital should the business require investment beyond what is currently on our balance sheet.

14 Where is the data hosted (AWS, Microsoft Azure, Data center, etc.)?
    Is the data center located within or outside the U.S.?

See attached document that provides an overview on the product architecture and approach to security and availability. Also provided is a recent diagram of our environment and our latest vulnerability assessment.

Data Hosting
Our physical infrastructure is hosted and managed within Amazon Web Services (AWS) using their secure data centers. DebtBook leverages many of the platform's built-in security, privacy, and redundancy features. AWS continually monitors its data centers for risk and undergoes assessments to ensure compliance with industry standards. Amazon's data center operations have been accredited under ISO-27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402, PCI Level 1, FISMA Moderate, and Sarbanes-Oxley (SOX).

DebtBook utilizes the US-East-1 region currently and distributes resources across multiple AZs.

Virtual Private Cloud
All of our servers are within our own virtual private cloud (VPC) with network access control lists (ACLs) that prevent unauthorized requests from getting to our internal network.

Encryption
DebtBook is served entirely over HTTPS. All data sent to or from DebtBook is encrypted in transit using 256-bit encryption. Our API and application endpoints are TLS/SSL only (v1.2). This means we only use strong cipher suites and utilize HTTP Secure Transport Security (HSTS) to ensure browsers interact with DebtBook only over HTTPS. We also encrypt data at rest using the AES-256 encryption algorithm.

Permissions and Authentication
Access to customer data is limited to authorized employees who require it for their job. We run a zero-trust corporate network so there are no corporate resources or additional privileges gained from being on DebtBook's internal network. We utilize single sign-on, 2-factor authentication (2FA), and enforce strong password policies to ensure access to all cloud-related services is protected.

Incident Response
We have established an internal protocol for handling security events which includes escalation procedures, rapid mitigation, and documented post mortems. All employees will be formally trained and presented with related policies.

Penetration Testing
DebtBook utilizes third-party security tools to scan for vulnerabilities on a regular basis. Twice yearly we engage third-party security experts to conduct detailed penetration tests on the DebtBook application and infrastructure. Our product development team immediately responds to any identified issues or potential vulnerabilities to ensure the quality and security of the application.

15 List all external security & compliance certifications you have. (e.g. SOC I, SOC II, PCI, FedRAMP, HIPAA, ISO, DOJ, FISMA, CJIS, etc.)

We are presently completing the first stage of our SSAE 18 SOC 2 Type I readiness and will begin a formal audit for Type II certification in collaboration with Clifton Larson Allen beginning in May 2021.

We are planning on pursuing CSA STAR Level 2 certification later this year as we already have most of the controls in place from our work towards SSAE 18 SOC 2.

16 Explain system uptime service level guarantees.

DebtBook will provide the software with an uptime of ninety-nine point seven-five percent (99.75%) calculated over a six-month (180 day) period ("Uptime Guarantee").

17 Is record processing limited or throttled by the system? Explain capabilities for number of records processed per specific time period and associated service levels.

There are no features or functions of the system that throttles or limits the processing of records.

18 Does the software support Single Sign On (SSO)/SAML 2.0/ ADFS Integration for the City of Riverside employees? Is it included in the proposal cost?

We do not currently support single sign-on (SSO) but expect to implement this near the end of calendar year 2021. Our identity provider, Auth0, will enable us to support any SAML-based provider.

19 Explain intellectual property rights for data ownership.

Data ownership is covered under our Master Subscription Agreement (MSA). Data provided by the Client is owned by the Client.

20 Explain how requests for information regarding information stored in the system are handled.

Any request related to the application may be routed through our in-app support system, which is powered by Intercom. All requests and conversations are logged and integrated with Jira. Additionally, users may email support@debtbook.com

21 What is the recovery time for a critical SaaS application including Recovery Time Objective (time and service level within which a business process must be restored to avoid unacceptable consequences associated with a break in continuity) and Recovery Point Objective (maximum targeted period in which IT data might be lost due to an incident)?

Recovery time can be done relatively quickly in as little as 1 hour and the recovery point may be as recently as a few seconds ago with our cross-region read-replica. We treat infrastructure-as-code and have the ability to rebuild nearly the entirety of our infrasctructure by executing scripts. We will be testing and timing our recovery procedure in June 2021 as part of our semi-annual review.

All infrastructure and application components are maintained using Terraform scripts that allow for provisioning or reprovisionsing automatically.

Data is stored using Amazon RDS and S3. All data in S3 is automatically replicated across all regions within the United States. All Amazon RDS instances are backed-up in full daily during a defined window of time, and all transaction logs are automatically backed-up to S3 within 5 minutes of the last transaction. To speed recovery and ensure a near real-time recovery point, the database has a read-replica that is mirrored in another region.

Additional detail and information can be found in the Business Continuity and Disaster Recovery Plan attached.

22 What is the software or firm's records retention policy?

Client data is retained for as long as our contractual and legal obligations require.

23 What backup software is used and on what schedule?

AWS RDS automatically performs a full back-up of the entire database instance on a daily basis, and automatically backs up transaction logs within 5 minutes of the last transaction. The back-up snapshots are retained for up to 30 days and transferred to a separate AWS region and account specifically dedicated to logging and monitoring.

24 Can the system be rolled back to a given point in time?

Yes, our software development life-cycle allows us to roll back the system to a specific point in time.

25 Do your software development and testing standards and procedures address the OWASP Top 10? The ten most critical web application security risks.

See attached report from our most recent vulnerability assessment conducted by a third-party firm.

Our product development lifecycle and security design is influenced greatly by established organizatiions like NIST, OWASP and NCSC. The following principles are core to our approach to development and operations:
1. Practice least permissive privilege possible
2. Defense in depth
3. Convention over configuration - establish and use secure defaults
4. Minimize surface area wherever possible
5. Fail securely - do not reveal any information that would enable escalation
6. Don't trust services
7. No security through obscurity
8. Simplfiy whenever and wherever possible
9. Address root cause and correctly fix security issues

26 Is all confidential data encrypted in transit and at rest using strong encryption (DOJ approved for Police Systems). Please explain and provide specify encryption protocols and ciphers.

All connections from the browser to the DebtBook application are encrypted in transit using TLS v1.2 (or higher). DebtBook requires HTTPS for all services. DebtBook uses HSTS to ensure browsers interact with the application only over HTTPS.

Data stored in our application database and S3 buckets are encrypted using AES-256. This includes all logs, backups, and snapshots.

27 Are all authentication logs (success and failure) stored for 12 to 36 months?

All data and logs are retained for as long as our contractual and legal obligations require us to do so.

28 Does the application log a record of all changes, additions, or deletion according to CJIS audit requirements (CJIS 12 months, CLETS 36 months)?

Audit trails are maintained in application logs and using Ruby gems to track all changes to database models noting what actions are performed and by whom in additional to other logs generated by the application which are stored in a separate AWS account specifically for storage and any additional analysis.

We may or may not conform to CJIS or CLETS depending upon their requirements. They are not standards that we're specifically looking to certify against.

29 For company failure or acquisition, or contract termination, what is the process for data retrieval? What is the process for client to receive source code via source code escrow service?

In the event the company ceases operations due to failure or acquisition, the Client will be able to export all data and documents from within the application. All data and documents are exportable to widely used formats like Excel and PDF. The Client shall have no right to the underlying source code as it is exclusively the intellectual property of DebtBook.

30 Can the system be moved 'on-premise' if required? Specify costs associated.

No, we have not contemplated allowing an on-premise installation of our software. The application utilizes a multi-tenant architecture and runs in our AWS cloud environment.

EXHIBIT "B"

COMPENSATION

DebtBook's pricing is tiered based on the amount of debt and lease obligations the City of Riverside, CA has outstanding, based on both number of issues and amount outstanding. We do this for two reasons: 1. to ensure pricing is aligned with the value provided to our clients, and 2. to ensure smaller organizations have access to an affordable solution.

Implementation Charges

These charges cover DebtBook's cost of onboarding the City of Riverside, CA. These are one time charges and are not recurring.

Recurring Charges

These charges are based on the same pricing tier as the Implementation Charges but are recurring rather than one time. These charges include unlimited access to the application, users, sharing, and support. This includes all functionality related to DebtBook's debt and lease management software.

Tier	Debt & Lease Obligations Outstanding (# and $)	Implementation Charge	Recurring Charges	Total First Year Cost
1	Up to 15 and $50 million	$1,500	$5,000	$6,500
2	Up to 75 or $200 million	$2,250	$7,500	$9,750
3	Up to 150 or $1 billion	$3,750	$12,500	$16,250
4	Up to 300 or $3 billion	$5,250	$17,500	$22,750
5	Up to 500 or $5 billion	$7,500	$25,000	$32,750

Name	Price	QTY	Subtotal
Tier 4: Recurring Charge	$17,500.00	1	$17,500.00
Tier 4: Setup Charge	$5,250.00	1	$5,250.00

		Total	$22,750.00

Savings Opportunity - Leases

Should the City have less than 300 debt and lease obligations, there would be no additional cost for the DebtBook lease functionality or implementation. This includes processing of each lease where our team will review, categorize, extract and upload data into DebtBook for the City to review and confirm.

Pricing Lock Option

At any time during the Initial Term, should the Customer desire to lock in their DebtBook subscription at the appropriate recurring tier based on their amount of debt and lease obligations outstanding, the customer shall have the *the option, not the obligation* to do so for up to three years with no escalator in future years by executing a contract with the same term as the desired price lock.

Requirement	DebtBook Response
a. Software license (please indicate pricing structure - if this cost is per user, per issuance size, per number of issuances/funds, etc.)	Confirmed. See pricing above. No additional charges beyond these figures.
b. Annual subscription cost for each year within the initial three-year term of the agreement	The recurring charges may be locked for the three year agreement with no increase in cost to the City.
c. Annual subscription cost for subsequent optional one-year extensions	The recurring charges may be locked for two one-year extensions with no increase in cost to the City.
d. Data hosting cost and any volume limits	No additional charges.
e. Implementation services to input the City of Riverside current debt portfolio (to include Bonds, Loans, Capital Leases, Swaps, Letters of Credit, and Interfund Loan schedules) along with all associated documentation.	See the implementation charge shown above. This includes up to 300 combined debt or lease obligations.
f. Implementation services to input historic records of refunded and matured debt (would this be charged per issuance, per term, etc.?)	We would like to do this work without charging above the shown implementation charge but more information is needed.
g. Cost for training and consulting (how much training/# of users) is provided with this fee?)	No additional charges beyond these figures.
h. Cost of any peripherals or equipment to operate the system within the specifications outlined within the Scope of Services.	No additional charges.
i. Please provide title and hourly rates for key personnel, which may be used for ad hoc services related to the Scope of Work	No additional charges.

EXHIBIT "C"

KEY PERSONNEL

DebtBook (Delaware based C Corporation) was founded after spending years helping government finance teams solve complex financing problems.

Tyler Traudt (contact information for headquarters available in Cover Letter) spent 10 years in government finance, starting at Citigroup in New York before becoming a financial consultant for governments in the Southeast. Erik Pelletier spent a career developing technology products, most recently as the Chief Digital Officer and VP of Product at MIT. Marty Feinstein joined to provide our team with the finance specific programming expertise required after spending 30+ years in public finance, most recently as the Head of the Finance Structuring Group at Citigroup. Then Josh Kohn joined to run Client Operations after a career with the Army Rangers and JP Morgan.

Neither DebtBook nor any of its employees have been involved in any litigation, mediation, or arbitration, regarding the performance of the software, or any services similar to the Scope of Services. Neither DebtBook nor any of its employees have been a part of any claims or disciplinary action.

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