



CONTRACT

BY AND BETWEEN

**HOUSING AUTHORITY OF
THE COUNTY OF LOS ANGELES**

AND

YARDI SYSTEMS, INC.

FOR

**PUBLIC HOUSING & SECTION 8 ADMINISTRATION
SOFTWARE**

**REQUIRED CONTRACT PROVISIONS
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**CONTRACT BETWEEN
HOUSING AUTHORITY OF THE
HOUSING AUTHORITY OF LOS ANGELES
AND
YARDI SYSTEMS, INC.

FOR
PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE**

This Contract and Exhibits made and entered into this 1st day of August, 2018 by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as Housing Authority and Yardi Systems, Inc., hereinafter referred to as Contractor, a California corporation, with its principal place of business at 430 S. Fairview Ave., Goleta, CA 93117.

RECITALS

WHEREAS, Contractor has developed and licenses to its clients a web hosted Public Housing & Section 8 Administration Software (Housing System) Solution and provides services related thereto;

WHEREAS, Housing Authority desires to enter into an agreement with Contractor, among other things, to obtain the right to access and use Contractor's Housing System, and to engage Contractor to (a) configure and implement the Housing System for use at the Housing Authority; (b) perform certain modifications and customizations to the Housing System necessary to meet Housing Authority's software solution necessary to meet Housing Authority's functional, technical and/or business requirements; and (c) perform other related work as requested by the Housing Authority and agreed by Contractor, subject to the terms and conditions of this Agreement;

WHEREAS, Contractor has submitted a proposal to the Housing Authority for provision of such services and based upon the Request For Proposal process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, on July 17, 2018, the Board of Commissioners has authorized the Housing Authority to execute and administer this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Should a conflict arise between language in the body of this Agreement and any exhibit or attachment to this Contract, the language in the body of this Contract controls, followed by the Exhibits.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Technical Exhibits (INTENTIONALLY OMITTED)
- 1.4 EXHIBIT D - Contractor's EEO Certification
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- 1.10 EXHIBIT J - Defaulted Property Tax Reduction Program
- 1.11 EXHIBIT K - Information and Security Requirements
- 1.12 EXHIBIT L - Contractor Acknowledgment, Confidentiality, And Copyright Assignment Agreement (INTENTIONALLY OMITTED)
- 1.13 EXHIBIT M - Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement (INTENTIONALLY OMITTED)

1.14 EXHIBIT N - Contractor Non-Employee Acknowledgement,
Confidentiality, and Copyright Assignment Agreement
(INTENTIONALLY OMITTED)

1.15 EXHIBIT O – Escrow Agreement

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 – Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Additional Software:** Any function or module that is (i) not included in the System Software as of the effective date of the Contract, (ii) not related to the primary function for which the System Software is used by Housing Authority, and (iii) not otherwise to be provided to Housing Authority under this Contract as an Update to the System Software, which Contractor may provide upon Housing Authority's request therefor in the form of Optional Work in accordance with Sub-paragraph 3.4 (Optional Work).
- 2.2 Anniversary Date:** the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.
- 2.3 Business Purpose:** Accessing the Yardi Cloud to use the System Software and Yardi Cloud Services for Housing Authority's property management and accounting, and related business purposes
- 2.4 Contract or Agreement:** This agreement executed between Housing Authority and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.5 Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the Housing Authority.
- 2.6 Contractor Project Director:** The individual designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager.
- 2.7 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.8 Day(s):** Housing Authority business day(s), unless otherwise specified.

- 2.9 Deficiency:** Defects in design, development, implementation, materials and/or workmanship, errors, omissions, deviations from published and/or mutually agreed upon standards or Specifications under this Contract which result in the System not performing in strict compliance with the provisions of this Contract and the Specifications, as determined by Housing Authority Project Director, in Housing Authority Project Director's sole discretion.
- 2.10 Deliverable(s):** Whether singular or plural, shall mean items and/or services provided, or to be licensed, by Contractor to Housing Authority under this Contract as part of the Optional Work or other services provided pursuant to this Contract.
- 2.11 Designated User or DU:** A Housing Authority employee designated by Housing Authority to access the Yardi Cloud and Use the Yardi Cloud Services and System Software for Business Purposes.
- 2.12 Documentation:** All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the System Software, including, but not limited to, online help screens contained in the System, and any revisions, supplements, or updates thereto.
- 2.13 Housing Authority Data:** All of the Housing Authority Confidential Information, data, records, and information of Housing Authority to which Contractor has access, or otherwise provided to Contractor under this Contract.
- 2.14 Housing Authority Project Director:** Person designated by Housing Authority with authority for Housing Authority on contractual or administrative matters relating to this Contract that cannot be resolved by the Housing Authority's Project Manager.
- 2.15 Housing Authority Project Manager:** Person designated by Housing Authority's Project Director to manage the operations under this Contract.
- 2.16 Initiation Date:** the first day of the month immediately following that date which is two weeks after the effective date of the Contract.
- 2.17 Interface:** Either a computer program developed by, or licensed to, Housing Authority or Contractor to (a) translate or convert data from a Housing Authority or Contractor format into another format used at

Housing Authority as a standard format; or (b) translate or convert data in a format used by Housing Authority or a third-party to a format supported at Housing Authority or vice versa.

- 2.18 Licensed Software:** Individually each, and collectively all, of the computer programs provided by Contractor under this Contract for Use by Housing Authority each of which are specifically identified in Exhibit B (Pricing Schedule), including as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, Updates, and any and all programs otherwise provided by Contractor under this Contract. All System Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by Housing Authority.
- 2.19 Optional Work:** System Customizations and/or Professional Services, which may be provided by Contractor to Housing Authority upon Housing Authority's request and approval in accordance with Sub-paragraph 3.4.
- 2.20 Password:** the unique user name and password assigned by Housing Authority to each Designated User as more fully described in section 8.4 (Users and Passwords).
- 2.21 Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that will be evaluated by the Housing Authority to assure the Contractor meets Contract performance standards.
- 2.22 Personally Identifiable Information or Personal Information:** Any information that identifies a person's first name and last name in conjunction with one of the following: (i) date of birth, (ii) Social Security number or its equivalent, (iii) credit or debit card number, or other financial account information, or (iv) personal financial or healthcare information, data, credit, or any other identification number issued by a government agency. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.).
- 2.23 Portal:** Customizable web-interface system that provides secure access to information, facilitates the collection of information and

provides versatile functions to both internal staff and the external public.

- 2.24 Professional Services:** Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon Housing Authority's request therefore in the form of Optional Work in accordance with Sub-paragraph 3.4.
- 2.25 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work, Exhibit A.
- 2.26 Services:** Collectively, and as applicable, the Yardi Cloud Services, Optional Work, implementation/training services, Professional Services, and application support services.
- 2.27 Specifications:** Any and/or all of the following: (i) all functional and operational requirements and/or features included in the SOW; (ii) all requirements set forth in this Contract; (iii) the Documentation, to the extent not inconsistent with any of the foregoing; (iv) all specifications provided or made available by Contractor under this Contract, but only to the extent: (a) not inconsistent with any of the foregoing; and (b) acceptable to Housing Authority in its sole discretion; and (v) all written and/or electronic materials furnished or made available by or through Contractor regarding the System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other System criteria or any element of the System, but only to the extent not inconsistent with any of the foregoing.
- 2.28 System or Housing System:** The System Software, including all components and Documentation, collectively comprising the collections and accounts receivable system, as specified in the Contract.
- 2.29 System Customizations:** Collectively, System Enhancements, Additional Software and Programming Modifications.
- 2.30 System Software or Licensed Software:** Individually each, and collectively all, of the computer programs provided by Contractor under this Contract for Use by Housing Authority each of which are specifically identified in Exhibit B (Pricing Schedule), including as to each such program, the processes and routines used in the

processing of data, the object code, Interfaces to be provided hereunder by Contractor, Updates, and any and all programs otherwise provided by Contractor under this Contract. All System Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by Housing Authority.

- 2.31 Third Party Software:** All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with System or used for the performance of the Services.
- 2.32 Update(s):** Changes to the System Software, including but not limited to: (a) a bug fix, patch, or redistribution of the System Software that corrects an error as well as addresses common functional and performance issues; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements (sometimes accompanied by a change in the reference to the System Software such as a change in the number to the left of the period in the version numbering format X.XX); or (c) any modifications to the System Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor to its other customers.
- 2.33 Use:** authorized access to the licensed System Software in the Yardi Cloud and use of the System Software and Documentation by Designated Users solely for Housing Authority's Business Purposes.
- 2.34 Yardi Cloud:** The hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.
- 2.35 Yardi Cloud Services:** Installation, maintenance, and service of the hardware and software comprising the Yardi Cloud.

3.0 SERVICES

- 3.1** The Contractor will provide and implement the System as specified in this Agreement. The Contractor will provide the Services, fulfill the obligations to Housing Authority, produce and deliver the Deliverables, and retain the responsibilities set forth in this Agreement, and more specifically, Exhibit A (Statement of Work). Contractor shall provide the Services without causing a material disruption of Housing Authority's operations. Contractor shall not be required to provide any tasks, deliverables, goods, services, or other work that are not specified in this Agreement.

- 3.2** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver all tasks, deliverables, services and other work as set forth in this Contract, including but not limited to Exhibit A – Statement of Work.
- 3.3** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.4** Housing Authority may initiate Optional Work by providing written notice of the desired services to Contractor, and Contractor will advise Housing Authority of Contractor's availability and schedule for performing the Optional Work. Contractor's performance of the Optional Work shall be subject to Housing Authority's written acceptance of: (i) Contractor's schedule for meeting Housing Authority's Optional Work request; and (ii) Contractor's fees for such Optional Work.
- 3.5 Training:** As part of the Services, Contractor shall provide the training to Housing Authority and its personnel set forth on Exhibit A (Statement of Work) or Exhibit B (Pricing Schedule) (as applicable).
- 3.6 Application Support Service:** Contractor shall provide application support and maintenance services described in this Sub-paragraph 3.6 (Application Support Services) and Exhibit A (Statement of Work), (collectively, the "Support Services"). The Support Services shall commence on the effective date of this Contract. Application support does not include on-site installation, implementation, training, or testing of the System Software, nor does it include data conversion which, if initially ordered, are specified in Exhibit B (Pricing Schedule). Contractor will use professional, reasonable efforts to address and solve Housing Authority's issues when providing Support Services. Housing Authority's annual application support allotment is specified in Exhibit A (Statement of Work). Contractor's application support hours are from 6:00 am to 6:00 pm (Pacific Time) Monday through Friday (excluding holidays). Housing Authority may discuss the impact of an application support issue with Contractor and, based on the impact to Housing Authority's business, Contractor shall have the right to prioritize application support requests according to the application support issue's impact on Housing Authority. Generally, Contractor will prioritize support requests in the following order:

Priority: Housing Authority Impact – Service Priority Goals

Priority 1: Business halted – response within 2 business hours.

Priority 2: Critical impact – response within 4 business hours.

Priority 3: Minor impact – response within 1 business day.

3.7 Hosting Services

During the term of this Contract, Contractor shall provide the Licensed Software by hosting the Licensed Software on its hardware, equipment or applicable tools at its facilities (“**Hosting Services**”) as set forth in this Contract and Exhibit A (Statement of Work). In providing the Hosting Services, Contractor shall achieve the service levels and performance standards set forth in this Contract (collectively, the “**Hosting Service Level**”).

3.7.1 In connection with this Contract, unless otherwise agreed to by both parties, Contractor shall not deliver for installation on Housing Authority's internal systems or networks any software or programming, whether created or developed by Contractor or a third party.

3.7.2 During the term of this Contract, and subject to force majeure events and Housing Authority's timely payment of all fees owed under this Contract, Contractor will not withhold or suspend Hosting Services provided hereunder, for any reason, including but not limited to a dispute between the parties arising under this Contract.

3.8 Upon Housing Authority's written request and mutual approval pursuant to the terms of this Contract, Contractor shall provide Optional Work, including Additional Software, System Customizations and Professional Services, in accordance with this Sub-paragraph and Exhibit A – Statement of Work, at the applicable pricing terms set forth in Exhibit B - Pricing Schedule.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be five (5) years commencing upon approval by Housing Authority's Board of Commissioners (**Board**), unless sooner terminated or extended, in whole or in part, as provided in this Contract (**Contract Term**).

- 4.2 The Contractor shall notify the Housing Authority Project Director when this Contract is within six (6) months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send a written notification to the Housing Authority Project Director at the address herein provided in Exhibit E - Housing Authority's Administration.

5.0 CONTRACT SUM

- 5.1 The Contractor shall submit to the Housing Authority an invoice, on a form approved by the Housing Authority, in accordance with the payment terms set forth in Exhibit B (Pricing Schedule) and Exhibit A (Statement of Work, Section 4.3 Travel Expenses). Upon receipt, the Housing Authority will pay the Contractor within thirty (30) days of receipt of the invoice in accordance with Exhibit B (Pricing Schedule). The total amount of compensation under this Contract shall not exceed One Million Two Hundred Fifty Thousand and 0/100 Dollars (\$1,250,000), which shall include all related expenses (**Contract Sum**).
- 5.2 The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein and in accordance with the Exhibit A, Statement of Work, Section 4.3 Travel Expenses. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the Housing Authority's express prior written approval.
- 5.4 The Contract Sum shown in Paragraph 5.1 and in accordance with the Fee Schedule – Exhibit B shall be deemed to include all amounts necessary for Housing Authority to reimburse Contractor for all applicable California and other state and local sales/use taxes on all System Software provided by Contractor to Housing Authority pursuant to or otherwise due as a result of this Contract, including, but not limited to, the product of as-needed Services and enhancements or changes to the System Software, to the extent applicable. All California sales/use taxes shall be paid directly by

Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless Housing Authority from, any and all such California and other state and local sales/use taxes arising in connection with this Contract. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless Housing Authority from all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Contract and shall pay such tax directly to the State or other taxing authority. Housing Authority authorizes and allows Contractor to have sole control of the defense and/or settlement of any claim; provided, however, any admission and/or settlement must be made only with the prior written consent of the Housing Authority if the admission and/or settlement requires any action on the party of the Housing Authority or impacts its name or reputation. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which Housing Authority does not hold title.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

Except for amounts due in connection with transition services provided by Contractor in accordance with sections 8.53.3 or 8.53.4, the Contractor shall have no claim against Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify Housing Authority and shall promptly, following Contractor's discovery of the improper payment, repay all such funds to Housing Authority. Payment by Housing Authority for services rendered after expiration/termination of this Contract shall not constitute a waiver of Housing Authority's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract. To clarify, upon the termination or expiration of this Contract, Housing Authority shall pay any and all undisputed fees due to Contractor for Services or annual license fees which became due and owing to Contractor prior to the termination or expiration of the Contract.

5.6 Invoices and Payments

5.6.1 The Contractor shall invoice the Housing Authority in accordance with the payment terms set forth in Exhibit B

(Pricing Schedule). The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the Housing Authority under the terms of this Contract. The Contractor's payments shall be as provided in the Pricing Schedule - Exhibit B and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work not disputed by Housing Authority within 30 days of Housing Authority's receipt of the invoice. If Housing Authority disputes any fees in writing no payment shall be due to the Contractor for that work until the parties reach an agreement regarding the disputed fees. The making of any payment or payment by Housing Authority, or receipt thereof by the Contractor, shall not imply the waiver of any warranties or requirements of this Contract.

5.6.2 The Contractor's invoices shall be priced in accordance with the Pricing Schedule - Exhibit B.

5.6.3 The Contractor's invoices shall be legible and contain the information set forth in the SOW - Exhibit A describing the tasks, deliverables, goods, services, and/or other work for which payment is claimed. Each invoice shall include, at a minimum, the following information:

- Invoice date, unique invoice number, and the month and year when the service(s) was delivered.
- Contractor's Tax Identification Number and remittance address.
- Contract Name and Contract Number
- The tasks, subtasks, deliverables, goods, services or other work as described in Exhibit A – SOW and Exhibit B – Pricing Schedule for which payment is claimed.
- Each line item on the invoice should be numbered sequentially.

5.6.4 The Contractor shall submit invoices to the Housing Authority in accordance with Exhibit B (Pricing Schedule).

5.6.5 All invoices and supporting documentation shall be submitted to:

- Email Address: maryann.robles@lacdc.org; or
- Two copies to the following address:
Housing Authority of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801
Attn: Information Technology, Maryann Robles

5.6.6 The Housing Authority Project Manager shall contact the Contractor when a revised invoice is required. The Contractor shall notate “Revised” or “Corrected” on the corrected invoice, update the invoice date, and resubmit in accordance with Section 5.6.5. If the revised invoice uses a different invoice number, the revised invoice shall also reference the original invoice number.

5.6.7 Holdbacks. INTENTIONALLY OMITTED.

5.6.8 Housing Authority Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Housing Authority’s Project Manager prior to any payment thereof. In no event shall the Housing Authority be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two weeks from receipt of properly prepared invoices by the Housing Authority. The Contractor shall submit a revised invoice when requested by the Housing Authority in accordance with Section 5.6.6.

5.6.9 Invoice Discrepancies

The Housing Authority’s Project Director will review each invoice for any discrepancies and will, within sixty (60) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of Housing Authority’s notice of discrepancies and disputed charges. If the Housing Authority’s Project Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and Housing Authority, in its reasonable discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of

the disputed invoice, subject to the Dispute Resolution Procedure in Paragraph 8.35.

6.0 ADMINISTRATION OF CONTRACT - HOUSING AUTHORITY

HOUSING AUTHORITY ADMINISTRATION

A listing of all Housing Authority Administration referenced in the following subparagraphs is designated in Exhibit E - Housing Authority's Administration. The Housing Authority will notify the Contractor in writing of any change in the names or addresses shown.

Housing Authority Personnel

Housing Authority shall assign a Project Director and a Project Manager to provide overall management and coordination of the Contract and act as liaisons for the Housing Authority. The Housing Authority Project Director shall provide information to the Contractor in areas relating to policy and procedural requirements and the Housing Authority Project Manager will monitor the Contractor's performance during the Term of the Contract. Housing Authority will inform the Contractor in writing of the name, address, and telephone number of the individuals designated to act as Project Director and Project Manager, or any alternate identified in Exhibit E - Housing Authority's Administration, of this Contract at the time the Contract is executed and notify the Contractor as changes occur.

6.1 HOUSING AUTHORITY'S PROJECT DIRECTOR

6.1.1 The Housing Authority's Project Director is designated in Exhibit E – Housing Authority's Administration. The Housing Authority shall contact the Contractor in writing of any changes in the name or address of the Housing Authority's Project Director.

6.1.2 The Housing Authority's Project Director shall be responsible for ensuring that the objectives of this Contract are met, coordinating and ensuring Housing Authority's cooperation with Contractor to meet the objectives of this Contract, determining Contractor's compliance with the Contract, and inspecting all Services and Deliverables provided by Contractor.

6.1.3 The Housing Authority's Project Director is responsible for providing overall direction to Contractor in the areas relating

to the Housing Authority policy, information requirements, and procedural requirements.

- 6.1.4** The Housing Authority's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, and is not authorized to further obligate the Housing Authority in any respect whatsoever.

6.2 HOUSING AUTHORITY'S PROJECT MANAGER

- 6.2.1** The responsibilities of the Housing Authority's Project Manager includes:

- As needed, requesting meetings with the Contractor's Project Manager; and
- Inspecting any and all Services and Deliverables provided by the Contractor.

- 6.2.2** The Housing Authority's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the Housing Authority in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

Contractor Personnel

The Contractor shall assign a sufficient number of employees to perform the required work and must speak and understand English.

The Contractor shall be required to have performed background checks on its employees as a condition of employment, as set forth in Subparagraph 7.6, Background and Security Investigations, of this Contract.

7.1 Contractor's Project Director

- 7.1.1** The Contractor's Project Director shall be a full-time employee of the Contractor. The Contractor's Project Director shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract. Housing Authority must be provided in writing with

the name, address, and telephone number of the individual designated to act as the Project Director or any alternate identified in Exhibit F – Contractor's Administration, and provide a current copy of the person's resume at the time the Contract is executed and notify Housing Authority as changes occur.

7.1.2 The Contractor's Project Director shall be responsible for the Contractor's performance of all Services and Deliverables provided by the Contractor and ensuring Contractor's compliance with this Contract.

7.1.3 The Contractor's Project Director shall be available to meet and confer with the Housing Authority's Project Director on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the Housing Authority in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor shall assign a Project Manager to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to the daily operation of the Contract. The Project Manager shall be available on a daily basis Monday through Friday (excluding holidays) during standard business hours (Pacific Time) for telephone contact and to meet with Housing Authority personnel regarding the operation of the Contract.

7.3 Notice of Personnel Changes

The Contractor shall inform the Housing Authority Project Director in writing of the names, addresses, and telephone numbers of the individuals designated to act as Project Manager at the time the Contract is implemented and as changes occurs during the term of the Contract. Such notification shall be made by the Contractor no later than five (5) days after a change occurs. The Housing Authority shall have the right to reasonably request the assignment or replacement of any personnel recommended by the Contractor.

7.4 Approval of Contractor's Staff

If the Housing Authority reasonably requests Contractor in writing to change Contractor's staff performing work hereunder, Contractor agrees to use commercially reasonable efforts to accommodate Housing Authority's request.

7.5 Contractor's Staff Identification

7.5.1 The Contractor shall provide adequate staff to complete the Services.

The Contractor shall provide all staff assigned to this Contract with a photo identification badge when on the Housing Authority premises in accordance with the Housing Authority specifications. Specifications may change at the discretion of the Housing Authority and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the Housing Authority's approval prior to the Contractor implementing the use of the badge. The Contractor staff, while on duty or when entering a Housing Authority facility or its grounds, shall prominently display the photo identification badge on the upper part of the body. Contractor personnel may be asked by a Housing Authority representative to leave a Housing Authority facility if they do not have the proper Housing Authority ID badge on their person and Contractor personnel must immediately comply with such request.

7.5.2 The Contractor shall notify (which made be provided by email) the Housing Authority within five Days when staff is terminated from working under this Contract.

7.6 Background and Security Investigations

7.6.1 All Contractor staff performing work under this Contract shall have undergone and passed, as a condition of employment, an employment background check.

7.6.2 The Housing Authority may reasonably request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract and Contractor agrees to undertake commercially reasonable efforts to accommodate Housing Authority's request.

7.6.3 The Housing Authority, in its reasonable discretion, may immediately deny or terminate facility access to any member of Contractor's staff.

7.6.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6.5 Upon Housing Authority's written request, the Contractor agrees to confirm that an employment background check was completed for an identified member of Contractor's staff assigned to Housing Authority's account.

7.7 Confidentiality

7.7.1 Each party shall maintain the confidentiality of all records and information disclosed by the other party ("**Discloser**"), including but not limited to, (i) billing and sensitive financial information, records, or data, (ii) information, patent, copyright, trade secret and other proprietary information, (iii) information about the System Software (including but not limited to source code, object code, database dictionaries, network diagrams, and schema), other Contractor software programs, Deliverables, Yardi Cloud, Yardi Cloud Services, Documentation, (iv) Personally Identifiable Information, Housing Authority Data, (v) any information relating to either party's customers, (vi) the Housing Authority's users, patients, partners, or personnel, (vii) Contractor's SSAE16 audit reports and PCI DSS attestations of compliance and any information related to SSAE16 audit reports and/or PCI DSS attestations of compliance, and (viii) any other data, records and information received, obtained and/or produced under the provisions of this Contract ("**Confidential Information**") in accordance with all directly applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality.

7.7.2 The party receiving Confidential Information ("**Recipient**") agrees that all Confidential Information supplied by the Discloser and its affiliates and agents to the Recipient, will be deemed confidential and proprietary to the Discloser,

regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary”.

- 7.7.3** The Recipient’s employees may use Confidential Information received from the Discloser only to perform the obligations and functions set forth in this Contract.
- 7.7.4** Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Discloser are allowable. Except as otherwise permitted by section 7.7.5, any other use or disclosure of Confidential Information requires the express approval in writing from the Discloser. No work shall duplicate, disseminate or disclose any data except as allowed in this Contract.
- 7.7.5** Access to Confidential Information received from the Discloser shall be restricted only to employees who (i) need to know the information to perform their official duties in the performance of this Contract, and (ii) are subject to confidentiality obligations substantially similar to those set forth in this Contract.
- 7.7.6** The Recipient shall be permitted to disclose Confidential Information of the Discloser: (A) to the extent required by law to do so, such as by a court order, provided that the Recipient shall provide the Discloser with prior notice of the required disclosure (to the extent legally permitted) in order to allow the Discloser an opportunity to request confidential treatment or to obtain a protective order before such disclosure; (B) to the minimum extent necessary to enforce its rights under this Contract; and (C) in the course of a regulatory examination, audit or inspection. -
- 7.7.7** Recipient agrees to use the same standard of care to protect the Discloser’s Confidential Information as it uses to protect its own Confidential Information of a similar nature, which shall, at a minimum, be a reasonable standard of care.
- 7.7.8** Each party shall inform all of its officers, employees, agents and subcontractors of the confidentiality provisions of this Contract.

7.7.9 INTENTIONALLY OMITTED

7.7.10 The Contractor may not subcontract its obligations to provide the System Software or related Services called for under this Contract. Housing Authority acknowledges and agrees that the independent service providers from which Yardi leases space to locate the servers and equipment needed to provide the Yardi Cloud are not subcontractors for purposes of this section 7.7.11.

7.7.11 During the Contract Term, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the Housing Authority Project Director whenever changes in personnel occur.

7.7.12 All of the Housing Authority Data is deemed confidential, and shall be and remain the property of Housing Authority and Housing Authority shall retain exclusive rights and ownership thereto. The Housing Authority Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents. Notwithstanding the foregoing, subject to this Sub-Paragraph 7.7, Contractor may aggregate, compile, and use Housing Authority Data in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Contractor; provided that no Housing Authority Data in such aggregated or compiled pool is identifiable as originating from, or can be traced back to, Housing Authority or a Housing Authority prospect or tenant, and such data cannot be associated or matched with an identifiable profile or personally identifiable information

7.7.13 In connection with this Contract and performance of the Services, Contractor may be provided or obtain, from Housing Authority or otherwise, Personally Identifiable Information, pertaining to Housing Authority's current and prospective personnel, directors and officers, agents, subcontractors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this

Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the Services. Without limiting any other warranty or obligation specified in this Contract, and in particular the confidentiality provisions of this Sub-Paragraph 7.7, Confidentiality, during the Contract Term and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by Housing Authority. Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

8.1.1 The Housing Authority reserves the right to initiate change notices that either (i) **do not affect** the Contract Term or Contract Sum or payments and do not materially alter the Contract, or (ii) for any expenditure of Pool Dollars (**Change Notice**). All such changes shall be executed with a Change Notice to this Contract signed by the Contractor and by the Housing Authority's Project Director. For any Optional Work requested by Housing Authority, following agreement on the scope of such Optional Work in accordance with section 3.4, a Change Notice shall be prepared and executed by each of: (a) the Housing Authority's Project Director or designee, and (b) Contractor's authorized representative(s); provided that any Change Notice for Optional Work shall additionally require written approval of County Counsel. Housing Authority represents that it is specifically authorized to execute Change Notices for expenditure of Pool Dollars for acquisition of Optional Work under the Contract. Any requests for the

expenditure of Pool Dollars must be approved in writing by the Housing Authority's Project Director.

- 8.1.2** For any change, which affects the Contract Sum and/or SOW that does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Executive Director, or designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.3** For any change which affects the Contract Term, the Contract Sum and/or SOW under this Contract, that materially alters the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Board or its authorized designee.
- 8.1.4** The Housing Authority's Board or Executive Director, or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The Housing Authority reserves the right to add and/or change such provisions as required by the Housing Authority's Board or Executive Director. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Executive Director, or designee.
- 8.1.5** The Executive Director, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. For the exercise of the Housing Authority's additional optional one-year period extensions, a written notice shall be prepared and signed by the Executive Director, or designee and delivered to the Contractor prior to the expiration of the then current Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, the Housing Authority's consent shall require a written Amendment to the Contract, which is

formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegatee or assignee on any claim under this Contract shall be deductible, at Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. Notwithstanding the restrictions set forth in section 8.2.1, Housing Authority agrees that Contractor may assign its obligations, or this Contract generally, in the event of: (i) a merger involving Contractor, (ii) a sale or transfer of a controlling interest in Contractor, or (iii) an asset sale involving all or a substantial portion of Contractor's assets; provided that Contractor gives advance written notice of such assignment to Housing Authority and provides Housing Authority a reasonable opportunity to investigate and approve the incoming assignee prior to the assignment. Any party to whom Contractor transfers its obligations under this Agreement, in accordance with this section 8.2.2, shall assume the obligations and perform such obligations as materially required by this Agreement.

8.2.3 Except as otherwise permitted by section 8.2.2, Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, Housing Authority shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 WARRANTIES

8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and

that all requirements of the Contractor have been fulfilled to provide such actual authority.

- 8.3.2** The Services will be performed in a professional and workmanlike manner by appropriately qualified Contractor personnel in accordance with this Contract and consistent with industry practices.

The System Software shall substantially conform to the Documentation. Contractor does not warrant that the System Software will meet Housing Authority's requirements and expectations.

- 8.3.3** This warranty is not intended to prevent the Contractor from incorporating its License File which enforces Housing Authority's access and Use of the System Software. "License File" means Contractor's proprietary file which enforces the scope (e.g., expiration date, Designated User count, Property count, System Software mix, etc.) of Housing Authority's License. Housing Authority acknowledges that the System Software requires a License File for operation. Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, the System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of Housing Authority's Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to Housing Authority or any user or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively, **Disabling Device(s)**), which could block access to or prevent the use of the System or any component by Housing Authority or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of (except the License File), any Disabling Device in any System component provided to Housing Authority under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device.

- 8.3.4** To the best of Contractor's knowledge, Housing Authority's permitted use of the System will not infringe the intellectual property rights of any third party.
- 8.3.5** There is no known pending or threatened litigation that would have a material adverse impact on Contractor's performance under the Contract.
- 8.3.6** Contractor warrants that there are no third party contracts or software included in the System. As of the date furnished, no statement contained in writing in Contractor's response to the request for proposals for the System contains any materially untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading. This Contract and the System Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. Housing Authority is entitled to use the System as specified herein.
- 8.3.7** In the event that Contractor breaches any of the warranties set forth in this Contract, Contractor agrees to use commercially reasonable efforts to modify the System Software to conform to the warranty or otherwise remedy the breach ("**Warranty Remedies**"). Housing Authority's remedies under the Contract for the breach of the warranties set forth in this Contract are limited to the Warranty Remedies. If the modification by Contractor, at its own expense, of the non-conforming System Software or other corrective measures afforded to Housing Authority by Contractor under this Contract are not commercially reasonable, then Contractor will notify the Housing Authority and Housing Authority may terminate this Contract. In the event Housing Authority terminates this Agreement per this Sub-Paragraph 8.3.7, Contractor will refund to Housing Authority, on a pro-rata basis, the annual fees paid by Housing Authority to Contractor within the year prior to the effective date of Housing Authority's termination. **THE FOREGOING REMEDY IS HOUSING AUTHORITY'S SOLE REMEDY IN THE EVENT OF CONTRACTOR'S BREACH OF THE WARRANTIES SET FORTH IN THIS CONTRACT.**

8.4 USERS AND PASSWORDS

Housing Authority agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Housing Authority's license to access and Use the Yardi Cloud and System Software is limited as provided in Exhibit B (Pricing Schedule). Each Designated User must have a unique Password. Housing Authority Project Manager will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Housing Authority shall be responsible for maintaining Designated User Password security. Housing Authority shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Housing Authority agrees to notify Contractor if Housing Authority becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

8.5 BUDGET REDUCTIONS

In the event that the Housing Authority's Board adopts, in any fiscal year, a Housing Authority Budget which provides for reductions in the salaries and benefits paid to the majority of Housing Authority employees and imposes similar reductions with respect to Housing Authority contracts, the Housing Authority reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The Housing Authority's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.6 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.6.1 Within ten business days after the Contract effective date, the Contractor shall provide the Housing Authority with the

Contractor's policy for receiving, investigating and responding to user complaints.

- 8.6.2** The Housing Authority will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.3** If the Housing Authority requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for Housing Authority's approval.
- 8.6.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the Housing Authority for approval before implementation.
- 8.6.5** The Contractor shall preliminarily investigate all complaints and notify the Housing Authority's Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.6.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.6.7** Copies of all written responses shall be sent to the Housing Authority's Contract Administrator within three business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

- 8.7.1** In the performance of this Contract, Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or

national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

8.9 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

8.10 AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

8.11 EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the

Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.12 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.12.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (**Jury Service Program**) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.12.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser

number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.13 CONFLICT OF INTEREST

8.13.1 No Housing Authority employee whose position with the Housing Authority enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other

direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the Housing Authority's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the Housing Authority's approval or ongoing evaluation of such work.

8.13.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Housing Authority. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.14 CONSIDERATION OF HIRING HOUSING AUTHORITY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent Housing Authority employees who are targeted for layoff or qualified, former Housing Authority employees who are on a re-employment list during the life of this Contract.

8.15 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

8.15.1 The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and

very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 8.15.2** The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 8.15.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.15.4** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 8.15.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

8.15.6 Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

8.15.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8.16 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.16.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.16.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.16.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a Term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.16.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the County Contractors.

8.17 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The County’s Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.18 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

8.18.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.18.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.19 HOUSING AUTHORITY’S QUALITY ASSURANCE PLAN

The Housing Authority or its agent will evaluate the Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards.

The Contractor deficiencies which the Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the Housing Authority and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.20 DAMAGE TO HOUSING AUTHORITY FACILITIES, BUILDINGS, OR GROUNDS

8.20.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to Housing Authority facilities, buildings, or grounds caused by the Contractor, employees or authorized agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.20.2 If the Contractor fails to make timely repairs, Housing Authority may make any necessary repairs. All costs incurred by Housing Authority, as determined by Housing Authority, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.21 EMPLOYMENT ELIGIBILITY VERIFICATION

8.21.1 The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.21.2 The Contractor shall indemnify, defend, and hold harmless, the Housing Authority, its agents, officers, and employees from employer sanctions and any third party claims or liability which may be assessed against the Contractor or the Housing Authority or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons employed by Contractor who are performing work under this Contract. Housing Authority authorizes and allows Contractor to have sole control of the defense and/or settlement of any claim; provided, however, any admission and/or settlement must be made only with the prior written consent of the Housing Authority if the admission and/or settlement requires any action on the party of the Housing Authority or impacts its name or reputation.

8.22 FACSIMILE REPRESENTATIONS

The Housing Authority and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and/or Change Notices prepared pursuant to Subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and/or Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.23 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the Housing Authority and its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the Housing Authority may be found jointly or solely liable. Housing Authority authorizes and allows Contractor to have sole control of the defense and/or settlement of any claim; provided, however, any admission and/or settlement must be made only with the prior written consent of the Housing Authority if the admission and/or settlement requires any action on the party of the Housing Authority or impacts its name or reputation.

8.24 FORCE MAJEURE

8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure event(s)").

8.24.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.24.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.24.4 In the event a force majeure event continues for more than five (5) business days, Housing Authority may terminate this Contract by providing written notice to Contractor. Notwithstanding the foregoing, a force majeure event will not relieve Contractor of its obligations under Attachment 2 to Exhibit A - Statement of Work and Sub-Paragraph 7.7 (Confidentiality).

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the state of California. The Contractor agrees and

consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Housing Authority of Los Angeles.

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This Contract is by and between the Housing Authority and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Housing Authority and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The Housing Authority shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.26.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the Housing Authority. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.26.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.7 - Confidentiality.

8.27 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Authority, Community Development Commission of the County of Los Angeles (**Commission**), County of Los Angeles (**County**), and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and

all 3rd party claims, liability, demands, damages, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), (hereinafter collectively referred to as "**3rd Party Liabilities**"), that arise out of, pertain to, or relate to: (a) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of Contractor or of any of its agents, subcontractors, or employees; or (b) disclosure or exposure of Personal Information or other private information caused by the act or omission of Contractor or any of its agents, subcontractors, if any, or employees, except to the extent caused by the negligence or willful misconduct of the Housing Authority, Commission, or County. If applicable, the Contractor agrees to require any and all entities with which it contracts to provide services directly for Housing Authority to agree to and abide by the above-mentioned indemnification requirements in favor of the Housing Authority, Commission, and County, as applicable to each of them. This indemnification provision shall remain in full force and effect. If applicable, the Contractor agrees to require any and all entities with which it contracts to provide services directly for Housing Authority to agree to and abide by the above-mentioned indemnification requirements in favor of the Housing Authority, Commission, and County, as applicable to each of them.

8.27.1 General Indemnification. INTENTIONALLY OMITTED.

8.27.2 Intellectual Property Indemnification. Contractor shall indemnify, hold harmless, and defend Housing Authority, its officers, employees, and agents, from and against any and all 3rd party claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other intellectual property right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to Housing Authority's authorized use of the System Software, Yardi Cloud, Yardi Cloud Services, Documentation, and/or Deliverables (collectively, the **Indemnified Items**) (collectively referred to for purposes of this Sub-paragraph as **Infringement Claim(s)**), provided that the Indemnified Item has not been altered, revised, or modified by Housing Authority in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A)

the development of custom software code required by Housing Authority and based on specifications provided by Housing Authority when Contractor has advised Housing Authority of potential infringement in writing; (B) Housing Authority's use of the Indemnified Items in excess of the rights granted hereunder; or (C) Housing Authority's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to Housing Authority and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph shall be conditioned on (i) Housing Authority providing Contractor with prompt written notice of any claim for which indemnification is sought, (ii) Contractor having sole control of the defense and settlement of any Infringement Claim for which indemnification is sought and performed by counsel selected by Contractor, and (iii) Housing Authority's reasonable cooperation with Contractor in the defense and settlement of the claim. Notwithstanding the foregoing, Housing Authority shall have the right to participate in any such defense at its sole cost and expense.

8.27.3 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that Housing Authority's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that Housing Authority's continued use of the system is not materially impeded, shall either: (a) Procure for Housing Authority all rights to continued use of the questioned equipment, part, or software product; or (b) Replace the questioned equipment, part, or software product with a non-questioned item; or (c) Modify the questioned equipment, part, or software so that it is free of claims. If neither (a), (b) or (c) are commercially practicable, either party may terminate this Contract upon written notice to the other party in which event Contractor agrees to refund a pro-rata portion of Housing Authority's then-current annual fees (to the extent previously paid) determined by dividing the number of days remaining in Housing Authority's then-current annual license period (as of the termination effective date) by 365 and multiplying by Housing Authority's then-current annual fees to the extent previously paid.

8.27.4 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended as set forth in the Documentation.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of Housing Authority, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.27 and 8.28 of this Contract. These minimum insurance coverage terms, types, and limits (**Required Insurance**) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The Housing Authority in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract. All insurance policies, endorsements and waivers required herein shall be maintained in full force and effect until the expiration of any applicable statute of limitations, but in any event for a period of not less than five (5) years following completion by Contractor of all work and services under this Agreement.

8.28.1 Evidence of Coverage and Notice to Housing Authority

- Certificate(s) of insurance coverage (Certificate) satisfactory to Housing Authority, and a copy of an Additional Insured endorsement confirming Housing Authority and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to Housing Authority at the address shown below and provided 15 business days prior to commencing services under this Contract.
- Renewal Certificates shall be provided to Housing Authority not more than fifteen business days after the Contractor's policy expiration dates. The Housing Authority reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by a person authorized by the insured to bind coverage on its behalf. The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Authorities) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Housing Authority required endorsement forms. The Housing Authority may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- Neither the Housing Authority's failure to obtain, nor the Housing Authority's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Housing Authority of the
County of Los Angeles
700 W. Main Street
Alhambra, CA 91801
Attn: Information Technology, Maryann Robles

Contractor also shall promptly report to Housing Authority any injury, or property damage accident, or incident, including any injury to a Contractor employee occurring on Housing Authority property, and any loss, disappearance, destruction, misuse, or theft of Housing Authority property, monies or securities entrusted to the Contractor.

The Contractor also shall promptly notify the Housing Authority of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a

claim or lawsuit against the Contractor and/or the Housing Authority.

8.28.2 Additional Insured Status and Scope of Coverage

The Housing Authority, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively **Housing Authority and its Agents**) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the Housing Authority. Housing Authority and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the Housing Authority. The full policy limits and scope of protection also shall apply to the Housing Authority and its Agents as an additional insured, even if they exceed the Housing Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of or Changes in Insurance

The Contractor shall provide the Housing Authority with, or the Contractor's insurance policies shall contain a provision that the Housing Authority shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage, or policy period. The written notice shall be provided to the Housing Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the Housing Authority, upon which the Housing Authority may suspend or terminate this Contract.

8.28.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the Housing Authority immediately may withhold payments due

to the Contractor, and/or suspend or terminate this Contract. The Housing Authority, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the Housing Authority may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

8.28.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the Housing Authority with A.M. Best ratings of not less than A:VII unless otherwise approved by Housing Authority.

8.28.6 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to the Contractor. Any Housing Authority maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.28.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against Housing Authority under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.28.8 Sub-Contractor Insurance Coverage Requirements

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the Housing Authority with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the Housing Authority and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the Housing Authority's prior review and approval of

any Sub-Contractor request for modification of the Required Insurance.

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the Housing Authority to pay any portion of any Contractor deductible or SIR. The Housing Authority may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

8.28.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must be shown shall precede the effective date of this Contract or the beginning of contracted work. Contractor understands and agrees it shall maintain such coverage for a period of not less than five years following Contract expiration, termination or cancellation. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

8.28.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.28.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.28.13 Alternative Risk Financing Programs

The Housing Authority reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention

groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The Housing Authority and its Agents shall be designated as an Additional Covered Party under any approved program.

8.28.14 Housing Authority Review and Approval of Insurance Requirements

The Housing Authority reserves the right to review and adjust the Required Insurance provisions, conditioned upon Housing Authority's determination of changes in risk exposures.

8.29 INSURANCE COVERAGE

8.29.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Housing Authority and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

The Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

8.29.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.29.3 Workers' Compensation and Employers' Liability

insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Housing Authority as the Alternate Employer, and the endorsement form shall be modified to provide that Housing Authority will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workman's compensation law or any federal occupational disease law.

8.29.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination, or cancellation.

8.29.5 Technology Errors and Omissions

Insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included subject to the terms of the applicable policy. By way of example, and subject to change based on the specific policy terms, the Technology Errors and Omissions policy should generally provide coverage for the following types of activities (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems

(9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, with limits not less than \$10 million. The claims covered by Contractor's Technology Errors and Omissions policy shall be solely determined by reference to the terms of the applicable policy then in effect.

This policy must be maintained in full force and effect until the expiration of any applicable statute of limitations, but in any event for a period of not less than five (5) years following completion by Contractor of all work and services under this Agreement.

8.29.6 Privacy/Network Security (Cyber)

Liability coverage providing protection for first and third party claims in the amount not less than Ten Million Dollars (\$10,000,000) aggregate. Contractor agrees that the coverage provided for under its Privacy/Network Security (Cyber) policy shall be substantially similar to, and not materially less than, the Privacy/Network Security (Cyber) policy in effect as of the effective date of this Contract with [REDACTED] [REDACTED] [REDACTED] Housing Authority acknowledges that the insuring agreements and exclusions from coverage under Contractor's Privacy/Network Security (Cyber) policy shall be solely determined by reference to the terms of the applicable policy then in effect.

This policy must be maintained in full force and effect until the expiration of any applicable statute of limitations, but in any event for a period of not less than five (5) years following completion by Contractor of all work and services under this Agreement.

8.30 INTENTIONALLY LEFT BLANK

8.31 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the Term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any Housing Authority, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the Housing Authority.

8.32 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.32.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable federal and state anti-discrimination laws and regulations.

8.32.2 The Contractor shall certify to, and comply with the provisions of Exhibit D, Contractor's EEO Certification.

8.32.3 The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

8.32.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.32.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.32.6 The Contractor shall allow the Housing Authority representatives access to the Contractor's employment records during regular business hours to verify compliance

with the provisions of this Subparagraph 8.31 when so requested by the Housing Authority.

8.32.7 If the Housing Authority finds that any provisions of this Subparagraph 8.31, have been violated, such violation shall constitute a material breach of this Contract upon which the Housing Authority may terminate or suspend this Contract.

While the Housing Authority reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by the Housing Authority that the Contractor has violated the anti-discrimination provisions of this Contract.

8.32.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the Housing Authority shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

8.33 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Housing Authority from acquiring similar, equal, or like goods and/or services from other entities or sources.

8.34 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.35 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the

procedures outlined in this Paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a “dispute” shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

8.35.1 Contractor and Housing Authority agree to act with urgency to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Sub-Paragraph 8.35 (such provisions shall be collectively referred to as the **Dispute Resolution Procedure**). Time is of the essence in the resolution of disputes.

8.35.2 Contractor and Housing Authority agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which Housing Authority determines should be delayed as a result of such dispute.

8.35.3 If Contractor fails to continue without delay its performance hereunder which Housing Authority, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or Housing Authority as a result of Contractor’s failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against Housing Authority for such costs. Contractor shall promptly reimburse Housing Authority for such Housing Authority costs, as determined by Housing Authority, or Housing Authority may deduct all such additional costs from any amounts due to Contractor from Housing Authority.

8.35.4 If Housing Authority fails to continue without delay to perform its responsibilities under this Contract which Housing Authority determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or Housing Authority as a result of Housing Authority’s failure to continue to so perform shall be borne by Housing Authority, and Housing Authority shall make no claim whatsoever against Contractor for such costs. Housing Authority shall promptly reimburse Contractor for all such

additional Contractor costs subject to the approval of such costs by Housing Authority.

- 8.35.5** In the event of any dispute between the parties with respect to this Contract, Contractor and Housing Authority shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.35.6** In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed thirty (30) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.35.7** In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed thirty (30) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's executive vice president (or equivalent) and the Executive Director, or designee. These persons shall have thirty (30) days to attempt to resolve the dispute.
- 8.35.8** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.35.9** All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Sub-Paragraph 8.35, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 8.35.10** Notwithstanding any other provision of this Contract, Housing Authority's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Sub-Paragraph 7.7, Confidentiality, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of Housing Authority's rights and shall not be deemed to impair any claims that Housing

Authority may have against Contractor or Housing Authority's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.35.11 Contractor shall bring to the attention of the Housing Authority's Project Manager and/or Housing Authority's Project Director any dispute between the Housing Authority and the Contractor regarding the performance of services as stated in this Contract.

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees and shall require each Subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015.

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.38 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - Housing Authority's Administration and F, Contractor's Administration. Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The Executive Director, or designee shall have the authority to issue all notices or demands required or permitted by the Housing Authority under this Contract.

8.39 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the Housing Authority agree that, during the Contract Term and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.40 PUBLIC RECORDS ACT

8.40.1 Any documents submitted by the Contractor; all information obtained in connection with the Housing Authority's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.42, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the Housing Authority. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6255, et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The Housing Authority shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.40.2 In the event the Housing Authority is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" belonging to Contractor, then Contractor agrees to defend and indemnify the Housing Authority from all costs and expenses, including reasonable attorney's fees, in action or liability relating to such action. Housing Authority authorizes and allows Contractor to have sole control of the defense and/or settlement of any claim; provided, however, any admission and/or settlement must be made only with the prior written consent of the Housing Authority if the admission and/or settlement requires any action on the party of the Housing Authority or impacts its name or reputation.

8.41 PUBLICITY

8.41.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the Housing Authority shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the Contract Term, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Housing Authority without the prior written consent of the Housing Authority's Project Director. The Housing Authority shall not unreasonably withhold written consent.

8.41.2 The Contractor may, without the prior written consent of Housing Authority, indicate in its proposals and sales materials that it has been awarded this Contract with the Housing Authority of Los Angeles, provided that the requirements of this Subparagraph 8.41 shall apply.

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the Housing Authority, or its authorized representatives, shall, upon advance notice to Contractor, be permitted reasonable access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the Housing Authority during the term of this Contract and for a period of five years thereafter unless the Housing

Authority's written permission is given to dispose of any such material prior to such time.

8.42.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the Housing Authority shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.42.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.42 shall constitute a material breach of this Contract upon which the Housing Authority may terminate or suspend this Contract.

8.42.3 If, at any time during the Contract Term or within five years after the expiration or termination of this Contract, representatives of the Housing Authority conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the Housing Authority's dollar liability for any such work is less than payments made by the Housing Authority to the Contractor, then the difference shall be either: a) repaid by the Contractor to the Housing Authority by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the Housing Authority, whether under this Contract or otherwise. If such audit finds that the Housing Authority's dollar liability for such work is more than the payments made by the Housing Authority to the Contractor then the difference shall be paid to the Contractor by the Housing Authority by cash payment, provided that in no event shall the Housing Authority's maximum obligation for this Contract exceed the funds appropriated by the Housing Authority for the purpose of this Contract.

8.42.4 Financial Statements: Beginning one year after the effective date of this Contract and every year thereafter until the expiration of this Contract, the Contractor shall upon the prior written request of the Housing Authority, submit to the Housing Authority a complete set of the then-current financial

statements, audited if available, for the most recent 12 month period. In addition, the Housing Authority may request Contractor to submit a statement regarding any pending litigation since Contractor last reported same to the Housing Authority. The Housing Authority reserves the right to request these audited financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements shall be deemed Confidential Information subject to the Housing Authority's confidentiality obligations set forth in this Contract will be kept confidential.

8.43 RECYCLED BOND PAPER

Consistent with the Board of Commissioners' policy to reduce the amount of solid waste deposited at the Housing Authority landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.44 SUBCONTRACTING

8.44.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the Housing Authority**. Any attempt by the Contractor to subcontract without the prior consent of the Housing Authority may be deemed a material breach of this Contract. For the avoidance of any doubt, the independent service providers from which Contractor leases space to locate the servers and equipment needed to provide the Yardi Cloud are not subcontractors for purposes of this Contract.

8.44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the Housing Authority's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the Housing Authority.

8.44.3 The Contractor shall be responsible for the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.44.4 The Contractor shall remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract, notwithstanding the Housing Authority's approval of the Contractor's proposed subcontract.

8.44.5 The Housing Authority's consent to subcontract shall not waive the Housing Authority's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this Housing Authority right.

8.44.6 The Housing Authority's Project Manager is authorized to act for and on behalf of the Housing Authority with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the Housing Authority, Contractor shall forward a fully executed subcontract to the Housing Authority for their files.

8.44.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Housing Authority's consent to subcontract.

8.44.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Housing Authority from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Housing Authority of the
County of Los Angeles
700 W. Main Street
Alhambra, CA 91801

Before any Subcontractor employee may perform any work hereunder.

8.45 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.18, Contractor's Warranty of Adherence to the County's Child Support Compliance Program, or if Contractor is located or has its principal place of business outside the state of California, compliance to the Child Support Program in the state where it is domiciled or has its principal place of business shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the Housing Authority may terminate this Contract pursuant to Subparagraph 8.46, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.46 TERMINATION FOR CONVENIENCE

8.46.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Housing Authority, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.46.2 After receipt of a notice of termination and except as otherwise directed by the Housing Authority, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.46.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.42, Record Retention and Inspection/Audit Settlement.

8.47 TERMINATION FOR DEFAULT

8.47.1 The Housing Authority may, by written notice to the Contractor, terminate the whole or any part of this Contract if in the judgment of Housing Authority's Project Director:

- Contractor has materially breached this Contract; or
- Contractor materially fails to timely provide and/or materially fails to perform any task, Deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within thirty (30) working days (or such longer period as the Housing Authority may authorize in writing) after receipt of written notice from the Housing Authority specifying such failure.

8.47.2 If Housing Authority desires to terminate pursuant to section 8.47.1 the Housing Authority shall deliver to Contractor a written notice of the material breach. Upon receipt of the written notice from Housing Authority, Contractor will have a reasonable time to cure the breach given the nature of the breach and industry standards for cure of such a breach, but in no case shall the cure period exceed a period of thirty (30) working days from the date of Contractor's receipt of written notice of Housing Authority's intent to terminate pursuant to section 8.47 (except as otherwise agreed by the parties). Termination pursuant to this section 8.47 (Termination for Default) shall be effective upon Housing Authority's delivery of written notice after expiration of the applicable cure period.

8.47.3 In the event that the Housing Authority terminates this Contract in whole or in part as provided in Subparagraph 8.46.1, the Housing Authority may procure, upon such terms and in such manner as the Housing Authority may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the Housing Authority for any and all excess costs incurred by the Housing Authority, as determined by the Housing Authority, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.47.4 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.46.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the Housing Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.47.5 If after the Housing Authority has given notice of termination under the provisions of this Subparagraph 8.47, it is determined by the Housing Authority that the Contractor was not in default under the provisions of this Subparagraph 8.47, or that the default was excusable under the provisions of Subparagraph 8.47.6, the rights and obligations of the parties shall be the same as if the notice of 8.47.3 termination had been issued pursuant to Subparagraph 8.46 - Termination for Convenience.

8.47.6 The rights and remedies of the Housing Authority provided in this Subparagraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 TERMINATION FOR IMPROPER CONSIDERATION

8.48.1 The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Housing Authority officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.48.2 The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority manager charged with the supervision of the employee or to the Housing Authority Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.48.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.49 TERMINATION FOR INSOLVENCY

8.49.1 The Housing Authority may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment

for the benefit of creditors.

8.49.2 The rights and remedies of the Housing Authority provided in this Subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

8.51 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor and each County Lobbyist or County Lobbying firm as defined in the County Code Section 2.160.010 retained by the Contractor shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the Housing Authority may in its sole discretion, immediately terminate or suspend this Contract.

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the Housing Authority shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the Housing Authority's future fiscal years unless and until the Housing Authority's Board of Supervisors appropriates funds for this Contract in the Housing Authority's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The Housing Authority shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.53 EFFECT OF TERMINATION

8.53.1 In the event Housing Authority terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by Housing Authority in writing: (a) Contractor shall continue the performance of this Contract to the extent not terminated. (b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to Housing Authority all completed Services and Services in progress, in a media reasonably requested by Housing Authority. (c) Housing Authority will pay to Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate). (d) Housing Authority shall cease Use of the Yardi Cloud, Yardi Cloud Services, System Software, and Documentation, (e) Contractor shall return to Housing Authority, on a pro-rata basis, all monies prepaid by Housing Authority, yet unearned by Contractor, if applicable, (f) Contractor shall promptly return to Housing Authority any and all of the Housing Authority's Confidential Information that relates to the portion of the Contract or Services terminated by Housing Authority, including all Housing Authority Data, in a media reasonably agreed to by both parties.

8.53.2 Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.53.3 Contractor understands and agrees that Housing Authority has obligations that it cannot satisfy without use of the System provided to Housing Authority hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to Housing Authority and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor shall reasonably cooperate with Housing Authority in the transition of Housing Authority to a new system, toward the end that there be no interruption of Housing Authority's day to day operations due to the unavailability of the System

during such transition. The services provided during the transition period shall be subject to the terms of this Contract and the parties agreement on reasonable compensation to Contractor. The parties agree that this Contract shall be extended through the expiration of the agreed transition period.

8.53.4 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract (**Transition Period**), Contractor shall reasonably assist the Housing Authority in extracting and/or transitioning all Housing Authority Data in the format mutually agreed upon by the parties. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order. In addition, upon the expiration or termination of this Contract, Housing Authority may request Contractor to provide services in the form of Optional Work to assist Housing Authority to transition System operations from Contractor to Housing Authority or Housing Authority's designated third party (**Transition Services**). Upon Housing Authority's request for Transition Services, Housing Authority and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services.

8.53.5 Contractor shall promptly return to Housing Authority any and all Housing Authority Confidential Information, including Housing Authority Data that relate to that portion of the Contract and Services terminated by Housing Authority.

8.54 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.55 USE OF HOUSING AUTHORITY SEAL

The Housing Authority claims right, title, and interest in and to certain intellectual property, including but not limited to, the current and former Housing Authority seals (Housing Authority Seals). Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the Housing Authority Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the Housing Authority Seals, or (ii) create

derivative works of the Housing Authority Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the Housing Authority Seals, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

8.56 WAIVER

No waiver by the Housing Authority of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the Housing Authority to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.57 WARRANTY AGAINST CONTINGENT FEES

8.57.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a Housing Authority, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.57.2 For breach of this warranty, the Housing Authority shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover the full amount of such Housing Authority, percentage, brokerage, or contingent fee.

8.58 WARRANTY OF COMPLIANCE WITH HOUSING AUTHORITY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals and businesses that benefit financially from Housing Authority through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon Housing Authority and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Contract Term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.59 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.58 Warranty of Compliance with the County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within ten days of notice shall be grounds upon which the Housing Authority may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.60 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.61 LICENSE

8.61.1 License Grant. Subject to the terms and conditions of this Contract, Contractor grants to Housing Authority non-exclusive, non-transferable (except as provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud to Use the System Software and Yardi Cloud Services solely for Business Purposes; and (ii) access the Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central. For the purposes of Sub-Paragraphs 8.61.1 and 8.61.2, the term "use" as it applies to System Software and the Yardi

Cloud Services means authorized access to the licensed software in the Yardi Cloud and use of the System Software and System Software Programs Documentation by Designated Users solely for Business Purposes.

8.61.2 License Restrictions. Housing Authority shall not rent, lease, sell, transfer (by sublicense, assignment, otherwise except as expressly provided for by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the System Software. Additionally, Housing Authority not in any way disassemble, decompile or reverse engineer, nor shall any attempt to do same be undertaken or knowingly permitted by Housing Authority, except to the extent permitted by applicable law or authorized by Contractor. Housing Authority shall not remove, modify or obscure any copyright, trademark or other proprietary rights notice that appear on, or during the use of, the System Software. Housing Authority may: (i) only exercise the license granted in section 8.61.1 (License Grant) through its Designated Users, (ii) not recreate the System Software or its objects without Contractor's prior written consent, (iii) not permit any person or entity to breach the restrictions in this Sub-Paragraph 8.61.2, and (iv) only use the System Software for Business Purposes.

8.61.3 Third Party Software. The Contractor shall not use any Third Party Software in the System without the prior written approval of the Housing Authority to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Software to Housing Authority in connection with this Contract, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, perpetual, non-exclusive license for Housing Authority and Housing Authority's agents and assigns, to use the Third Party Software for Housing Authority's business purposes and activities. For the avoidance of doubt, Contractor shall support and maintain, at no additional charge to Housing Authority, all Third Party Software to the same extent as the System Software.

8.61.4 Source Code Escrow.

- a) Escrow Agent. Provided Client agrees to be bound by the relevant terms and pays the associated annual fee

(currently US\$210.00/year), Yardi agrees to enroll Client as a beneficiary of the software escrow agreement ("Software Escrow Agreement") with Iron Mountain (formerly DSI Technology Escrow Services, Inc.) ("Escrow Agent") for release of the source code for the Licensed Programs (the "Code") in accord with the release conditions in the Software Escrow Agreement. An example copy of the Software Escrow Agreement is attached as Exhibit O (Example Copy - Software Escrow Agreement) to this Agreement. Yardi will place the Code in an escrow account maintained by Escrow Agent according to the existing Software Escrow Agreement.

- b) Release Conditions. Upon the occurrence of the release conditions set forth in the Software Escrow Agreement, Yardi acknowledges that Escrow Agent shall deliver the Code to Client.
- c) Fees. Client agrees to pay all initial and annual renewal beneficiary fees for the Software Escrow Agreement. Client acknowledges that the Annual Escrow Renewal Fees may be updated from time to time as determined by the Escrow Agent.
- d) Source Code License. Upon the occurrence of the release conditions set forth in the Software Escrow Agreement, Yardi grants to Client a non-exclusive, non-transferable, limited, perpetual license to use and modify the Code to support Client's Use of the Licensed Programs.
- e) Maintenance of Escrow Agreement. During the term of this Agreement, Yardi agrees to maintain the Software Escrow Agreement or an escrow agreement materially similar to the Software Escrow Agreement.

8.61.5 Bankruptcy and Liquidation. In the event that Contractor shall: (1) make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) take any corporate action indicating its consent to, approval of, or

acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more, causing Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, Housing Authority shall have the following rights: (i) in the event of a rejection of this Contract or any agreement supplementary hereto, Housing Authority shall be permitted to retain and use any back-up or archival copies of the System Software under this Contract for the purpose of enabling it to mitigate damages caused to Housing Authority because of the rejection of this Contract; (ii) in the event of a rejection of this Contract or any agreement supplementary hereto, Housing Authority may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of Housing Authority to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of Housing Authority as Housing Authority as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee or from a third-party escrow agent and shall, if requested, cause a copy of such Source Material(s) to be available to Housing Authority in accordance with the Escrow Agreement; and (iii) in the event of a rejection of this Contract or any agreement supplementary hereto, Housing Authority may retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.

8.62 INTELLECTUAL PROPERTY OWNERSHIP

8.62.1 Ownership of Housing Authority Data. All Housing Authority Data provided or made accessible by Housing Authority to Contractor is and shall remain the property of Housing Authority. Upon termination or expiration of the Contract for any reason, or upon Housing Authority's written request at any time, the Contractor shall provide Housing Authority or otherwise make available for Housing Authority's download or retrieval, at no additional cost and no later than

fifteen (15) calendar days after the termination, expiration or the Housing Authority's request, any Housing Authority Data (including any Housing Authority Data or information stored as part of the System Software) or other proprietary data belonging to the Housing Authority stored within the System. Such data will be provided to the Housing Authority in a mutually agreed upon format. At the Housing Authority's option, the Contractor shall destroy all originals and copies of all such data, and other related information or documents.

Ownership of Contractor Intellectual Property & System Software. Housing Authority agrees that Contractor is and shall remain the sole and exclusive owner of all right, title and interest in and to the System Software, Licensed Software, Additional Software, Portals, Interfaces, Deliverables, Yardi Cloud, Yardi Cloud Services, Optional Work, Documentation, Housing System, System, and Upgrades including all intellectual property rights in the foregoing. The only rights Housing Authority obtains in and to the System Software, Licensed Software, Additional Software, Portals, Interfaces, Deliverables, Yardi Cloud, Yardi Cloud Services, Optional Work, Documentation, Housing System, System, and Upgrades are the licenses granted to Housing Authority in Sub-Paragraph 8.60.1 of this Agreement.

8.62.2 Ownership of Work Product. INTENTIONALLY OMITTED.

8.63 DAMAGE LIMITATIONS

8.63.1 DAMAGE WAIVER. EXCEPT AS PROVIDED IN SUB-PARAGRAPH 8.63.3 (DAMAGE WAIVER EXCEPTIONS), REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

8.63.2 LIABILITY LIMIT. EXCEPT AS PROVIDED IN SUB-PARAGRAPH 8.63.4 (LIABILITY LIMIT EXCEPTIONS),

IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY, REGARDLESS OF THE AMOUNT OF LOSS SUCH PARTY MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY HOUSING AUTHORITY TO CONTRACTOR PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

8.63.3 DAMAGE WAIVER EXCEPTIONS. THE DAMAGE WAIVER SET FORTH IN SUB-PARAGRAPH 8.63.1 (DAMAGE WAIVER), SHALL NOT APPLY TO (i) HOUSING AUTHORITY'S BREACH OF SUB-PARAGRAPHS 8.61.1 (LICENSE GRANT) OR 8.61.2 (LICENSE RESTRICTIONS), (ii) A PARTY'S BREACH OF SUB-PARAGRAPH 7.7 (CONFIDENTIALITY), OR (iii) DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

8.63.4 LIABILITY LIMIT EXCEPTIONS. THE LIABILITY LIMIT SET FORTH IN SUB-PARAGRAPH 8.63.2 (LIABILITY LIMIT) SHALL NOT APPLY TO (i) HOUSING AUTHORITY'S OBLIGATION TO PAY UNDISPUTED FEES IN ACCORD WITH THIS AGREEMENT, (ii) HOUSING AUTHORITY'S BREACH OF SUB-PARAGRAPHS 8.61.1 (LICENSE GRANT) OR 8.61.2 (LICENSE RESTRICTIONS), (iii) A PARTY'S BREACH OF SUB-PARAGRAPH 7.7 (CONFIDENTIALITY), OR (iv) DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

8.64 DATA DESTRUCTION

The Contractor(s) and vendor(s) that have maintained, processed, or stored the Housing Authority Data and/or information, implied or expressed have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the

National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the Housing Authority, or external to the Housing Authority's boundaries. The Housing Authority must receive within ten (10) business days, a signed document from the Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

The Contractor or vendor shall certify that any Housing Authority data stored on purchased, leased, or rented electronic storage equipment and electronic devices including, but not limited to, printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. The Contractor or vendor shall provide the Housing Authority with a written certification within ten business days of removal of any electronic storage equipment and devices that validates that any and all Housing Authority Data was destroyed and is unusable, unreadable, and/or undecipherable.

8.65 TESTING

Housing Authority shall have 240 days commencing upon the effective date of this Contract (the "Testing Period") to test the System Software, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Housing Authority may elect to cease Use of the System Software, Yardi Cloud and Yardi Cloud Services and cancel this Contract, in which event Contractor will refund to Housing Authority all amounts paid by Housing Authority to Contractor pursuant to this Contract less reasonable amounts [determined by reference to the fees/rates indicated in Exhibit B (Pricing Schedule)] for initial set-up, implementation, training and support of the System Software, Yardi Cloud and Yardi Cloud Services provided prior to Housing Authority's notice of cancellation pursuant to this section 8.65 (Testing).

8.66 Housing Authority Data.

8.66.1 Housing Authority Data Storage. Subject to force majeure events, Contractor agrees to store Housing Authority Data on a database server in the Yardi Cloud.

8.66.2 Limited Liability for Unauthorized Client Data

Access. Contractor agrees to: (i) use firewalls and other technology generally used in the trade to prevent unauthorized 3rd party access to its computer systems storing Housing Authority Data; (ii) use available encryption technology generally used in the trade to prevent unauthorized 3rd party access to Housing Authority Data transmissions; and (iii) maintain a commercially reasonable Information Security Program which is not materially less rigorous than Contractor's currently implemented practices described by Contractor's current Statement on Standards for Attestation Engagements No. 18 (SSAE 18) audit report (or a subsequent successor standard). Notwithstanding the foregoing or anything to the contrary in this Contract, Contractor shall not be liable to Housing Authority in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Housing Authority Data; (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Housing Authority Data transmissions, or (C) it maintains a commercially reasonable Information Security Program which is not materially less rigorous than Contractor's currently implemented practices. Nothing in this Sub-Paragraph 8.66.2 (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Contractor that Housing Authority Data storage or transmission will be inaccessible to unauthorized third parties. Contractor shall notify Housing Authority of any unauthorized 3rd party access to Housing Authority Data or other security breach as soon as practicable after Contractor becomes aware of it, and Contractor agrees to use commercially reasonable efforts to work with Housing Authority in the event of any unauthorized third party access to Housing Authority Data or Housing Authority Data transmissions. For purposes of this section 8.66.2, "**Information Security Program**" means Contractor's technological, physical, administrative and procedural safeguards, including without limitation, policies, procedures, guidelines, practices, standards or controls that are reasonably designed, maintained and updated to protect

against unauthorized 3rd party access to Housing Authority Data or Housing Authority Data transmissions.

8.67 DATA ENCRYPTION

Housing Authority Data will be encrypted during transmission and, Housing Authority may elect for Housing Authority Data to be encrypted at rest; provided that, for encryption of data at rest, Housing Authority acknowledges and agrees that the System Software currently provide Housing Authority the ability to encrypt data at rest in select secure fields (Columnar Encryption). Contractor's obligation to encrypt data at rest is conditioned on Housing Authority electing, and continuing to maintain its election, to use this feature of the System Software.

8.68 INTEGRATION/INTERFACING

Contractor shall be responsible for developing and delivering the Interfaces, identified in Exhibit A - Statement of Work as part of the System Software. If the System Software is to be integrated/interfaced with other software, equipment, and/or systems provided by Contractor or at the direction of Contractor, including any customized enhancements, the System Software shall be deemed to have been accepted at the completion of the Testing Period provided for in section 8.65. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated, or used with any System Software.

8.69 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION

During the term of this Contract, Contractor may receive access to Housing Authority's software, computers, equipment, and electronic communications systems (in this Paragraph 8.69, Housing Authority systems), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such Housing Authority systems are intended for legitimate business use related to Housing Authority's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and Housing Authority in the use of or access to Housing Authority systems and that all communications made with such Housing Authority systems or equipment by or on behalf of Contractor are subject to Housing Authority's scrutiny, use, and disclosure, in Housing Authority's discretion. Housing Authority reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials

sent over, received by or from, or stored in any of its electronic Housing Authority systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by Housing Authority. This also includes, without limitation, any electronic communication system that has been used to access any of Housing Authority systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to Housing Authority), to protect Housing Authority Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between Contractor and Housing Authority. Housing Authority reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on Housing Authority systems. Contractor also acknowledges that Housing Authority reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto Housing Authority property or used to access Housing Authority Confidential Information or Housing Authority systems.

8.70 CONTINUOUS SYSTEM SOFTWARE SUPPORT

If Contractor assigns this Contract, is acquired, or is otherwise controlled by another individual or entity (collectively referred to as a **Successor Event**), such individual or entity shall provide Maintenance and Support Services in accordance with this Contract for at least five (5) years following the Successor Event, unless otherwise agreed to in writing by Housing Authority. After such five (5) years or, if subsequent to the Successor Event, the System Software is not supported to at least the same level that Contractor supported the System Software prior to the Successor Event, because, for example, Contractor's assignee chooses to support other products with similar functions or does not otherwise properly staff the support for the System Software, Housing Authority, at its sole option, may elect to transfer the license of the System Software, without cost or penalty, to another similar product (**Replacement Product**) within Contractor's assignee's or successor's product offering. For purposes of this Paragraph 8.66, Continuous System Software Support, the term "controlled" shall mean the legal right to elect a majority of the directors of a corporation or similar officers of any other entity or to determine an

entity's general management policies through contract or otherwise. The assignee or successor, by taking benefit (including acceptance of any payment under this Contract) ratifies this Contract. All terms and conditions of this Contract shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if Housing Authority elects to transfer this license to a Replacement Product: (a) Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees or returned to Housing Authority, at its option; (b) Any and all software offered separately and needed to fulfill the original System Software's level of functionality shall be supplied by Contractor's assignee or successor without additional cost or penalty and shall not affect the calculation of any maintenance and support fees; (c) Any services required for implementation of the Replacement Product shall be provided by Contractor's assignee or successor without additional cost or penalty; (d) Contractor shall provide to Housing Authority reasonable training for purposes of learning the Replacement Product at no cost to Housing Authority; (e) All license terms and conditions shall remain as granted herein with no additional fees imposed on Housing Authority; and (f) The definition of System Software shall then mean and include the Replacement Product.

8.71 TIME IS OF THE ESSENCE

Time is of the essence with regard to Contractor's performance of the Services.

8.72 NO OFFSHORE WORK

All Services shall be performed and rendered within the continental United States. In particular, Contractor warrants that it will not transmit or make available any Housing Authority Confidential Information, Housing Authority's intellectual property or any Housing Authority property to any entity or individual outside the continental United States.

8.73 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and

binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

8.74 SEVERABILITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.75 CONTRACT DRAFTED BY ALL PARTIES

This Contract is the result of arm’s length negotiations between the parties. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Contract shall be construed to have been drafted by all parties such that any ambiguities in this Contract shall not be construed against either party.

8.76 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Contract, the Contractor and Housing Authority do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract, except that this provision shall not be construed to diminish the Contractor's indemnification obligations hereunder.

8.77 SURVIVAL

In addition to any provisions of this Contract which specifically state that they will survive the termination or expiration of this Contract and any rights and obligations under this Contract which by their nature should survive, the following Paragraphs and Sub-paragraphs shall survive any termination or expiration of this Contract:

- Paragraph 5.5 (No Payment for Services Provided Following Expiration/Termination of Contract)
- Paragraph 7.7 (Confidentiality)
- Paragraph 8.7 (Compliance with Applicable Law)
- Paragraph 8.25 (Governing Law, Jurisdiction, and Venue)
- Paragraph 8.27 (Indemnification)
- Paragraph 8.28 (General Provisions for All Insurance Coverage)

- Paragraph 8.29 (Insurance Coverage)
- Paragraph 8.35 (Dispute Resolution Procedure)
- Paragraph 8.42 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.53 (Effect of Termination)
- Paragraph 8.61 (License)
- Paragraph 8.62 (Intellectual Property Ownership)
- Paragraph 8.63.1 (Damage Waiver)
- Paragraph 8.63.2 (Liability Limit)
- Paragraph 8.76 (No Third Party Beneficiaries)
- Paragraph 8.77 (Survival)

9.0 UNIQUE TERMS AND CONDITIONS (each if applicable)

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.1.1 This Contract is subject to the provisions of the Housing Authority's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a Housing Authority official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this

contract to which it would not otherwise have been entitled, shall:

1. Pay to the Housing Authority any difference between the contract amount and what the Housing Authority's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the Housing Authority's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a Housing Authority official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.2.4 If the Contractor has obtained the Housing Authority certification as a Transitional Job Opportunity vendor by

reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the Housing Authority any difference between the contract amount and what the Housing Authority's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles Housing Authority Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.3 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the Housing Authority's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a Housing Authority official

or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.3.4 If the Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the Housing Authority any difference between the contract amount and what the Housing Authority's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

9.4 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to

disclose confidential information regarding the offenses other than those required by law.

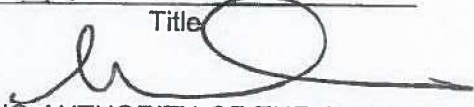
Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the Housing Authority of the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Yardi Systems, Inc.

By Mitchell Remarone
Name

Director
Title



HOUSING AUTHORITY OF THE COUNTY
OF LOS ANGELES

By Monique King-Viehland
Monique King-Viehland, Executive Director

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Beth Jachal
Senior Deputy County Counsel

STANDARD EXHIBITS

- EXHIBIT A – Statement of Work
- EXHIBIT B – Pricing Schedule
- EXHIBIT C – Technical Exhibits (INTENTIONALLY OMITTED)
- EXHIBIT D – Contractor’s EEO Certification
- EXHIBIT E – Housing Authority Administration
- EXHIBIT F – Contractor’s Administration
- EXHIBIT G – Form(s) Required at the Time of Contract Execution
- EXHIBIT H – Jury Service Ordinance
- EXHIBIT I – Safely Surrendered Baby Law
- EXHIBIT J – Defaulted Property Tax Program
- EXHIBIT K – Information Security and Privacy Requirements
- EXHIBIT L – Contractor Acknowledgment, Confidentiality, And Copyright Assignment Agreement (INTENTIONALLY OMITTED)
- EXHIBIT M – Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement (INTENTIONALLY OMITTED)
- EXHIBIT N – Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement (INTENTIONALLY OMITTED)
- EXHIBIT O – Escrow Agreement

**EXHIBIT A –
Statement of Work**

EXHIBIT A

STATEMENT OF WORK FOR FULLY MANAGED SOLUTION

EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 General Background

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement in low and moderate income areas.

The Housing Authority administers both the Section 8 Housing Choice Voucher and Public Housing programs. The Section 8 Housing Choice Voucher program, administered by the Assisted Housing Division of the Housing Authority, currently assists approximately 23,000 families through a partnership with over 13,000 property owners. The Public Housing program, administered by the Housing Management Division of the Housing Authority, manages 3,229 units of public and other affordable housing throughout Los Angeles County.

The Housing Authority is soliciting proposals from qualified organizations that can provide Public Housing and Section 8 Administration Software (PHS), implementation, training, documentation and data conversion as needed in accordance with this Statement of Work.

1.2 Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- **Solution:** Shall mean as technology products that are already developed and are used throughout specific industry sectors.
- **Software-as-a-Service (SaaS) or Subscription:** Shall mean the method of software delivery that allows the Housing Authority to access from any computer with an Internet connection and web browser. In this web-based model, software vendors will host and maintain the servers, databases and code that constitute an application.
- **Tasks:** Shall mean one or more areas of work to be performed under this Contract and identified as a numbered Task in the SOW.
- **User Acceptance Testing (UAT):** UAT consists of a process of verifying that a Solution works for the Housing Authority.

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor must provide qualified and experienced personnel to perform all work in accordance with this SOW.
- 2.2 The Contractor shall provide technical support from 6 a.m. - 5 p.m. Pacific Standard time with off hours support available as necessary with the ability to provide remote

support. Escalated support from 5:00 p.m. to 6:00 p.m. to the Director and Team Leader of the Client Services.

- 2.3 The Contractor shall provide a Public Housing and Section 8 Administration Software Solution tools for Fully Managed.
- 2.4 The Contractor shall provide software updates and patches on a regular basis.
- 2.5 The Contractor shall provide Internet website support for system configuration documentation, data dictionary, FAQ's and knowledge base, training material, forums, submittal of service requests, and system updates/downloads.
- 2.6 The Contractor shall provide a fully managed solution that will meet the Housing Authority's PHS needs as specified in the following Section 3, Specific Requirements.
- 2.7 The Contractor shall provide Public Housing and Section 8 Administration Software Solution annual subscription maintenance;
- 2.8 The Contractor shall demonstrate the availability and technical capability to provide a highly secure hosting infrastructure with Tier 4 Internet Data Centers for access to the Public Housing and Section 8 Administration Software Solution;
- 2.9 The Contractor shall provide Advanced Intrusion Detection and Firewall;
- 2.10 The Contractor shall provide Software as a Service (SaaS), in either a shared or dedicated environment that can provide the Commission with the benefits of a round-the-clock data center;
- 2.11 The Contractor shall assist with the installation and configuration of the Public Housing and Section 8 Administration Software Solution and integrations to inhouse and other applications to meet the Commission's requirements;
- 2.12 The Contractor shall demonstrate availability to offer Public Housing and Section 8 Administration Software Solution Consulting services;
- 2.13 The Contractor shall assist with the implementation of Public Housing and Section 8 Administration Software Solution as specified in the functional and technical requirements document;
- 2.14 The Contractor shall provide an assessment of the customer's current PTSD infrastructure readiness to transition to the hosted Public Housing and Section 8 Administration Software Solution; and
- 2.15 The Contractor shall train Commission staff on the Public Housing and Section 8 Administration Software Solution methodology and use and general maintenance of the Solution.

3.0 SPECIFIC REQUIREMENTS

3.1 Database and Technical Requirements

The Contractor shall provide the following required database and technical products and capabilities:

- 3.1.1 Microsoft SQL and XML applications such as Internet based waiting list.
- 3.1.2 Delivered Web services enabling queries for staff and clients (or clients' systems) to retrieve data online.
- 3.1.3 Clearly defined database layouts and data dictionary with minimal data redundancy.
- 3.1.4 Clearly defined server, workstation and network resource needs.
- 3.1.5 Ability to perform data maintenance and system updates quickly with minimal to no impact on users daily activities.
- 3.1.6 Data archiving utilities for the purpose of keeping large databases performing at optimal levels.
- 3.1.7 Real-Time Utilities to monitor who's logged into the Solution, troubleshoot errors and monitor system performance.

3.2 Systems' Integration Requirements

The Contractor shall replace or provide equivalent functionality currently provided by, or integrated/interfaced with the, following in-house or Third-Party systems or services:

- 3.2.1 Applicant Registration Portal for the general public to register, update, and/or view their waiting list application status (online). Furthermore, any changes done by public inquiry via the portal must automatically be updated in real-time and to include audit trails regarding any changes done (regardless if changes were done by the public or internal staff);
- 3.2.5 Mobile app for Work Orders which is integrated with housing system and mobile inspections;
- 3.2.6 Inspections Dashboard for management and inspectors to track and monitor inspection operations;
- 3.2.7 System auto creates/batches, and approves code 13 -50058s (HQS Annual Inspections) to minimize manual intervention. Also, provides a report to capture any exceptions which failed the code 13 batching process and alert the inspections unit via email;
- 3.2.13 Facilitate integration that allows the system to interface with LaserFiche (Document Management system) to view owner/tenant/other PHA related documents;

- 3.2.15 Public Housing Portal which enables tenants to view monthly rent statements and make payments online. Portal integrates with financial institution's Payment Collection gateway.

3.3 General Functionality Requirements

The Contractor shall provide a Solution that provides the following functionality:

- 3.3.1 Built in Quality Control mechanism with data integrity enforcement including date/time-stamped audit trail logging, history tracking on status changes and processes as defined by the Housing Authority. For example, if a record is deleted, modified, or created, an audit trail should record the transaction information, including the date and time deleted or created, and user who deleted or created it. If a tenant, applicant, or owner status is changed, a log of changes should be kept so that the history of changes can be tracked. The Audit Trail should track all changes within each respective module and their fields within the database without affecting system performance;
- 3.3.2 If the Housing Authority chooses, at some future date, to manage other Public Housing Agencies (PHA), the Solution will need to support separate management of these separate agencies and/or Special Programs under the same installation – including the management of separate waiting lists, ACC (Annual Contributions Contract) units, leases, and 50058/50059 processing and submission to HUD under an independent PHA code. Ability to track/process applicants in multiple waiting lists simultaneously with "Applications in process" without disrupting the validity of the data/status for the other active waiting list records or applications in process. Financial Tracking of administrative and HAP expenditures and revenues from multiple sources. Each ACC managed by the Housing Authority would be independent and must be tracked as independent Housing Authorities;
- 3.3.3 Ability to add user-defined objects, either for delivered system's interface(s) or custom and configurable screens to be added by the Housing Authority, for other internal PHA tracking needs;
- 3.3.4 Individual and group security features by system function or user/group responsibilities by module, screen, and/or specific fields where needed;
- 3.3.5 The Solution should force staff to clear all warnings before the 50058 can be approved. Built-in 50058/50059 processes with full PIC/TRACS compatibility including format, validation, and submission. These processes must be in accordance with applicable HUD technical guidelines. For example, 58 processing must be in compliance with PIC's validations according to the 50058 Instructions Booklet and HUD's Technical Reference Guide Book;
- 3.3.6 The Solution should have automated forms management/development/generation and tracking capability linked to specific functions. The system should be able to auto-generate and populate forms, driven by data from a user action or a scheduled task;

- 3.3.7 The Solution should have the capability to allow users to print, view, and/or export reports and forms in various formats;
- 3.3.8 The Solution must have a built in support function that allows the agency to update their letterheads for all forms within the system. Example, if the agency logo, Executive Director name or Board of Commissioners name change, all letterheads can be updated in mass with one function as oppose to updating each letter;
- 3.3.9 Help Screens to include glossary for field uses and terminology;
- 3.3.10 Automated scheduler function that allows staff to create "scheduled" reports that can be saved or emailed to the user or distribution of users;
- 3.3.11 Reports filtering should allow for results based on any range of time;
- 3.3.12 The Solution should have a function that allows staff to create adhoc reports and should auto track the author, specifications, and store in a central reporting menu set for all other users to view;
- 3.3.13 The Solution should have a Report Directory. Directory should include report legend and location of reports. Vendor must also update the Report Directory according to any changes (not only at upgrades);
- 3.3.14 System Manual (user guides) to include glossary for field uses and terminology. Furthermore, the vendor must also provide updated manuals (as changes occur);
- 3.3.15 The Contractor must provide technical and end-user training for implementation. Online courses and webinars should be provided to keep the Housing Authority abreast of compliance or system updates; and
- 3.3.16 The Solution should provide the user with a status on reports, or posting to determine whether a report is running or if a report request was successful.

3.4 Public Housing Requirements

The Contractor shall provide the following functionalities required by the Housing Authority's Housing Management Division:

- 3.4.1 Built in support for Lockbox Rent Collection from Tenants (Public Housing).
- 3.4.2 Built in functionality to allow for rent payment collection via ACH (debit) and the ability to make rent payments online. The Solution should also allow Utility Reimbursement Payments (URPs) to be made to residents via prepaid card functionality. The Solution should be configurable to allow the EFT payment method to be disabled in an automated manner for Public Housing (PH) residents who are no longer eligible for URPs.
- 3.4.3 The Solution should provide automation to individual sites for the PH monthly rent statements (to include tenant ID, name, unit address, current charge, outstanding balances, and # of days delinquent).

- 3.4.4 Provide illustrations and tools which facilitate the audit and approval/denial of monthly scheduled charges at various functional or hierarchical roles by site.
- 3.4.5 Ability to track and report offline units and HUD expiration or extension submission dates. Goal is to allow public housing staff to pre-identify units that are due for HUD extension.
- 3.4.6 The Solution should have the capability to track different stages of the PH Resident Services Program such as but not limited to the interview process, needs assessment, referrals, and action plans. The system should provide statistical and participant progress reports to monitor the different aspects of the program.
- 3.4.7 The Solution must deliver functionality for Community Service Requirements (CSR) where the Housing Authority can adequately track the community service requirements by adult member living in PH as mandated by HUD. Tracking includes community service type, hours, and agency contact (to verify community service hours/type).
- 3.4.8 Public Housing -Performance Report (mirrors the Public Housing Assessment Systems HUD reporting). The Solution must provide a summary report of the overall PH operations. The report must include the number of inspections completed (tie in with FY calendar), # of work orders and turn around time to complete (tie in with FY calendar), Vacancy Unit Turn-Around Time (VUTT) by AMPs, # of vacant units (include # of days vacant), # of offline units, and dollar amount Rents Charged/Rents Collected/outstanding Balance (include regular rents, maintenance and other related fees, including fraud collections).
- 3.4.9 The Solution should have the capability to auto track and report delinquent rent payers (including each historical occurrence). The Solution should facilitate auto generation of notices based on the delinquencies as well as other legal notices to Public Housing tenants (30-day notice, 14-day, 3-day notice, 60-day notice, and notice to appear for counseling). A historical audit trail should be available for potential eviction cases that may result in legal proceedings.
- 3.4.10 Built-in tracking mechanism that tracks the number of Non Sufficient Fund (NSF) charges and capability to reverse NSF counts when tenant is not at fault.
- 3.4.11 Maintenance Work Order system, fully integrated with Inventory Management by site/AMP.
- 3.4.12 Property/Unit Management must include the tracking of details regarding location of all utility meters (water, gas, and electricity) by site/unit/AMP.
- 3.4.13 Ability to track construction projects (tracking should include but not be limited to: projects by site, project type, and reports that include the historical costs/scope of work and completed project dates).

3.5 **Section 8 Program Requirements**

The Contractor shall provide the following functionalities required by the Housing Authority's Assisted Housing Division:

- 3.5.1 SEMAP Compliance Tracking and Reporting;
- 3.5.2 The Solution must include VMS reporting requirements;
- 3.5.3 The Solution should have the ability to conduct the Rent Reasonableness test (HUD requirements for lease ups) and create a report on the results. The report should include the prorated HAP/Tenant Rent, full HAP/tenant Rent, owner and tenant information, including assisted unit address, to name a few). The system should have the ability to run statistical reports on rent reasonableness determinations;
- 3.5.4 The Solution should have a built in function for the 1099 form for landlords and file transmission to IRS. The Solution should have an exception report to identify duplicate records;
- 3.5.5 The Solution should facilitate Direct Deposit HAP payments to owners;
- 3.5.6 Built in feature to search for existing owner Tax ID or SSN to avoid creating duplicate owner cards. System should have the capability to block duplicate SSN's or TIN's with an override function. System should also have a Vendor Payment ledger with the ability to subtotal payments per month;
- 3.5.7 System should include a Management Dashboard that provides a daily summary activity (for example but not limited to: # inspection scheduled, inspections/annuals completed/delinquent, # of leased units/vacant units, vouchers issued/outstanding, daily appointments by employee, and case load listing). System should also include an Employee Dashboard that provides a daily summary for staff of their pending assignments and appointments for example but not limited to delinquent Annual re-exams, Voucher Issuance, HQS actions (abatements), proposed terminations, applications;
- 3.5.8 Functionality to automatically schedule and assign inspections based on next inspection due date (10 months from the last inspection date pass). For example: Automate Inspections batching, scheduling, and inspectors routing for all programs (must include the HUD requirements for the Project Based program as it relates to the annual inspections-20% pass rate). Also dashboard must have the capability to monitor daily progress for scheduled inspections by inspector. Function should also include the ability to generate the Notices regarding scheduled inspections to owners/tenants (for each inspection batching). System should have the capability to alert staff of pending inspections due that have not been scheduled; and
- 3.5.9 Portability Reports to monitor all Administered Port-In's and Port-Out's as well as incoming and outgoing ports. Report should include where the portability record is in process (for example but not limited to: voucher issuance, RFTA received, lease up with its respective billing or absorb code). Furthermore, the system should auto generate a 52665 with the billing date/information. System should also have a functionality that allows automatic updates of the Portability Administrative fees as they change.

3.6 **Common Requirements for both Assisted Housing and Housing Management**

The Contractor shall provide the following functionalities required by the Housing Authority:

- 3.6.1 Built-in tracking that allows management to track all End of Participations (EOP) and/or moves by reason type and specified time frames (Note: 50058 only records EOP but not the reason for EOP). It would be beneficial to internally track the reasons for EOP or moves from one property/unit to another within the Housing Authority programs;
- 3.6.2 Ability to track unit history (former tenants including user audit trail to track changes done by date/time/user ID);
- 3.6.3 Ability to track tenant history (moves, transfers to other units/properties), including user audit trail to track changes done by date/time/user ID);
- 3.6.4 System should allow management to execute a caseload distribution based on the Housing Authority's criteria, such as zip code, tenant name, property/unit characteristics;
- 3.6.5 Verification of hierarchy tracking module to ensure compliance with HUD recommended levels of verification;
- 3.6.6 System must include all FSS tracking, including Portability, and reporting requirements to ensure HUD compliance;
- 3.6.7 System should include a Waiting List Management Dashboard for Section 8, Special Programs, and Public Housing Applicants. The module should include demographic reports on applicants, # of applicants per wait list, PHA preferences (for example but not limited to: homeless, veteran, domestic violence, jurisdiction, and senior status);
- 3.6.8 System should allow for waiting list selection based on program rules and be able to track each selection respectively. A selection report should be available to illustrate preferences and other criteria to determine accuracy prior to the official selection from the respective waiting list;
- 3.6.9 Capability to track applications in process for each selection. Reports to show, for example but not limited to, the total selected, date selected, # of applications cancelled, # leased;
- 3.6.10 System should enable mass cancellation of Waiting List applicants;
- 3.6.11 System should auto flag system users for possible duplicate tenants to avoid duplicate subsidies;
- 3.6.12 Built-in function that allows staff to transfer an existing tenant from one program to another without affecting or disrupting the original tenant record and historical financial information;
- 3.6.13 Integration of appointment scheduling with Outlook. For example, if mass or individual appointments are scheduled via the system, each appointment should reflect on the Microsoft Outlook Calendar;
- 3.6.14 System must include the memo functionality for case notes. Notes should track the date memo entered, user who created the memo and memo type. Staff should not have the capability to back date notes. Also, system should have a Memo Report function that allows staff to print memos within a

respective tenant/applicant record by date range or print all memos regardless of date range;

- 3.6.15 System must have the ability to record/track ADA Reasonable Accommodation requests, reasons for the request, and approvals or denials;
- 3.6.16 System must have the ability to record/track language preference (LEP requirement);
- 3.6.17 System should have reports and graphic illustrations in place to capture the tenant and applicant demographics (for example but not limited to gender, age, ethnicity, race, annual income, veteran status, disability status, homeless status), for each individual/households, service area (SPA), AMPs (PH program), including County Supervisorial and Congressional Districts for any specified time frame;
- 3.6.18 Workflow functionality to ensure various steps are followed for each functional business process, starting from application process through tenant end-of-participation. System should enforce compliance with HUD, the Housing Authority Administrative Plan, and have built-in 50058 and 50059 enforcements/validations throughout a process. System should provide reports to monitor workflow processes that can help management identify bottlenecks;
- 3.6.19 Ability to configure and distribute assignments with due dates to caseworkers and track status of assignments through completion. System should provide reports to monitor the status of caseload assignments;
- 3.6.20 System must have the ability to track all Criminal Background checks in process/approved/denied or pending finger printing for each respective applicant and other household members within the family composition, including existing tenants (family add-on for existing tenants). This function must include detailed reports for management to monitor the criminal background checks and related processing fees;
- 3.6.21 Quality Control dashboard/function for supervisor/management to audit staff's completed files for program compliance. Dashboard should include random sampling for audit purposes (PHAS and SEMAP requirements). Also quality control features should capture errors and translate them into reports to identify training needs and staff evaluations; and
- 3.6.22 Built-in Function that tracks all Tenant Payment Agreements for Public Housing and Section 8 Tenants. Tracking must include reason for payment agreement, payment arrangement amount (for example but not limited to, down payment, monthly payment, full payment). Also, the system must include a monthly auto-generated report to management/division that captures all those who have defaulted on the agreement so the agency can pursue legal matters as needed, including program termination.

3.7 Financial Management Requirements

The Contractor shall provide the following functionalities required by the Housing Authority's Financial Management Division:

- 3.7.1 Full financial reporting capability, including but not limited to Accounts Receivable, Payables, G/L, Check register;
- 3.7.2 Aged Receivable report with ability for specific date cut-off;
- 3.7.3 Ability to interface G/L with other systems;
- 3.7.4 Ability to select electronic method of payment;
- 3.7.5 Ability to house two distinct banking instructions for tenants;
Example, one for ACH credits/payouts (URP Prepaid cards) and one for ACH debits/Receipts (rent)";
- 3.7.6 Enhance existing integration with Laserfiche to enable view of source documents scanned to support Journal entries;
- 3.7.7 Ability to run Tenant Prepay Report for specific cut-off date;
- 3.7.8 Ability to run Portability Statement to 'exclude 0.00 balances';
- 3.7.9 Landlord overpayment tracking;
- 3.7.10 Financial transactions should include: transaction date, posting date, tenant ID, G/L account. Property ID, landlord ID (HAP); and
- 3.7.11 Users should be able to query or run reports for all financial transaction details within a posting date range, G/L account#, Property #, landlord ID, or any combination of these.

3.8 **Tasks and Deliverables**

3.8.1 **Task 1 - Project Planning**

Throughout the term of the Contract, under the direction of the Housing Authority's Project Manager, Contractor shall provide full project management and control of project activities for all phases of the project including, but not limited to:

- A. Contractor staffing and personnel matters;
- B. Management of Contractor technical staff;
- C. Planning and direction;
- D. Evaluation of results and status reporting;
- E. Error reporting and status throughout the project, to include a clearly defined matrix Severity Level Definitions plan;
- F. Incorporation of the Housing Authority's functional and technical requirements;
- G. Incorporation of required software modifications; and
- H. Version control throughout the project with documentation of changes including dependencies and functional impact.

Contractor will not be responsible for the performance of Housing Authority personnel. However, Contractor shall coordinate with the Housing Authority's Project Manager to ensure that all tasks, subtasks, deliverables, goods, services and other work are performed in a timely manner.

3.8.1.1 **Subtask 1.1 – Develop and Present Project Control Document**

Contractor shall develop a Project Control Document (PCD). Specifically, Contractor shall address each task and subtask to be performed during the design development, implementation, operation and support of the on-line Solution in the PCD. Contractor shall formally present the PCD in writing to the Housing Authority for approval within thirty (30) business days of contract execution. Contractor shall update the PCD on a monthly basis with the exception of the detailed Work Plan, Milestone Chart and Risk Management sections, which shall be updated when changes are made. The Housing Authority Project Manager must review and approve all updates to the PCD, Detailed Work Plan, Milestone Chart and Risk Management sections.

3.8.1.2 Deliverable 1.1

Contractor shall provide the Housing Authority with a PCD within 14 business days of contract execution. This document shall be updated and maintained throughout the life of the project. The PCD shall include, without limitation, the following components:

- A. Assumptions – A listing of all relevant assumptions made in the development of the detailed work plan. All estimated assumptions which have been calculated must be clearly documented here.
- B. Change Management Process – A description of the change management process that will be used in order to mitigate any negative impact on the Housing Authority as a result of Solution implementation and ongoing enhancements.
- C. Communication Plan – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring tasks and subtasks, and the date and time of such meetings.
- D. Detailed Work Plan – A detailed narrative description of project tasks and subtasks, roles and responsibilities of project team members by task, timeframe to complete each task and any dependencies on other tasks.
- E. Deliverables List – In sequential order or numbered Deliverables, a list of the Deliverables to be produced for each task and subtask, including a paragraph description of each Deliverable.
- F. Escalation Procedures – A description of the process to be used to resolve project conflicts, including a diagram of the process and key project team members responsible for decision-making and conflict resolution.
- G. GANTT Chart – A chart showing the tasks, subtasks, milestones, critical path, and dependencies organized by deliverables, as appropriate, and in accordance with the Detailed Work Plan.

- H. Milestone Chart – A list of key project Milestones, including deliverables, the target completion date and action completion date.
- I. Project Scope and Objectives – A brief statement of the scope and objectives of the project.
- J. Project Organization, Roles and Responsibilities – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include the Housing Authority’s project team and key personnel, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the project team members.
- K. Risk Management – A description of the risk management process, including a tracking mechanism for potential project risks; the probability of those risks occurring; potential impact of those risks; and risk mitigation strategies.
- L. Solution Description – A brief statement describing the basic functionality and related components.
- M. Testing Strategies – A description of the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member.
- N. Training Strategies – A description of the training approach addressing technical training, end-user training and train-the-trainer for Housing Authority staff.

3.8.2 Task 2 – Project Management

Under the direction of the Housing Authority’s Project Manager, Contractor shall provide full project management and control of project activities for the implementation phase of the project. Full project management shall include, but not be limited to:

- A. Planning and direction;
- B. Evaluation of results and status reporting;
- C. Incorporation of the Housing Authority’s business processes, security and technical requirements;
- D. As applicable, incorporation of required software modifications;
- E. Management and tracking of all issues and their resolution; and
- F. Management the change control process

Commencing from the contract execution date, Contractor’s Project Manager shall provide written status reports to the Housing Authority’s Project Manager and conduct meetings on a weekly basis until final acceptance. The status reports will compare actual progress for the preceding week with the detailed work plan, and address any variances and work schedule for the following period.

As part of project management, Contractor shall ensure that the Housing Authority realizes the maximum benefit from the Solution provided by

Contractor. The Project Status Report prepared by Contractor pursuant to this task, shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the quality assurance process.

3.8.2.1 Deliverable 2.1

Contractor shall prepare and present to the Housing Authority's Project Manager a weekly Project Status Report to report project progress, plans, and outstanding issues. Contractor shall meet with the Housing Authority's Project Manager at least weekly to review these status reports and any related matters. All variances shall be presented for approval at the status meeting. Subsequent to the Housing Authority approval of variances, Contractor shall update the Detailed Work Plan, Milestone Chart and Risk Management sections of the Project Control Document to reflect the changes and send an updated copy of those sections to the Housing Authority's Project Manager within five (5) business days. Although weekly status meetings will be required, it is anticipated that coordination between Contractor's Project Manager and the Housing Authority's Project Manager will occur on a more frequent basis.

The first status report shall be presented to the Housing Authority's Project Manager fourteen (14) calendar days following contract execution, in the following format:

- A. Period covered by the report;
- B. Tasks scheduled for completion which were completed;
- C. Tasks scheduled for completion which were not completed;
- D. Tasks not scheduled for completion which were completed;
- E. Tasks scheduled for completion in the next reporting period;
- F. Issues resolved;
- G. Issues to be resolved with recommended Solution; and
- H. Summary of project status as of reporting date.

3.8.3 Task 3 – Solution Setup

3.8.3.1 Subtask 3.1 – Architecture Design - Recommend Hardware and Network Configuration

The Contractor will deliver an architecture design which will illustrate and document the layers, servers and connections. If the application is to be Hosted Off-Premise, details regarding location, infrastructure and connectivity must be provided in this design document. If the application is to be self-hosted at the Housing Authority Data Center, recommended hardware for best practice with the application must be provided. In either case, hosted or on-premise, the Contractor shall provide recommended configurations to provide optimal Solution performance and capability for integration with in-house Housing Authority systems.

3.8.3.2 **Deliverable 3.1 – Solution Infrastructure Certification**

If the proposal is for a hosted solution, the Contractor shall certify in writing that the recommended Hosting Infrastructure configuration will, during the term of this Contract, satisfy the applicable functional requirements.

3.8.3.3 **Subtask 3.2 – Solution Implementation**

Contractor shall develop a deployment plan for the implementation of the Solution, which shall, without limitation:

- 1) Identify the technical configuration for Solution implementation for Production Use;
- 2) Identify operating Solution requirements for the Solution;
- 3) Identify method of accessing the Solution remotely;
- 4) Verify that installed Solution is operational;

Upon Housing Authority's approval of the Deployment Plan, Contractor shall implement the Solution as necessary to satisfy the functional requirements, consistent with the timeframes set for in the PCD.

3.8.3.4 **Deliverable 3.2 – Successfully Implemented Solution**

Contractor shall provide to the Housing Authority a written Implementation Report and certification, including, without limitation, documentation on the Solution setup and basic software troubleshooting, to certify that all the Solution has been successfully installed and is operating properly.

3.8.3.5 **Subtask 3.3 Configuration Review Sessions**

Housing Authority project staff will review the configuration effort at check points that will be agreed to by both the Housing Authority's Project Manager and Contractor's Project Manager, as specified in the PCD. These check point reviews will be used to determine if the effort is on schedule and meets the user requirements.

3.8.4 **Task 4 – Solution Tests**

Following completion of successful installation of the requisite Solution, the Contractor, with assistance from the Housing Authority, where applicable, shall perform all Solution tests, including, but not limited to, Acceptance tests.

3.8.4.1 **Subtask 4.1 – Develop Solution Test Plan**

The Housing Authority with assistance from the Contractor shall prepare a test plan and test cases, for all Solution tests including module test, integration test, stress test, and regression test. Among other items, the Solution test plan shall include the components listed below:

- A. Introduction;

- B. Assumptions;
- C. Solution test plan;
- D. Solution test objectives;
- E. Solution test acceptance criteria;
- F. Solution test schedule;
- G. Responsibilities;
- H. Resource requirements;
- I. Procedures;
- J. Test cases;
- K. Performance tests; and
- L. Disaster recovery tests.

3.8.4.2 **Deliverable 4.1**

The Housing Authority with assistance from the Contractor shall develop a comprehensive test plan.

3.8.4.3 **Subtask 4.2 – Conduct Solution Tests**

The Housing Authority with assistance from the Contractor where applicable, shall perform each of the Solution tests according to Housing Authority-approved Solution test plan. A Solution test shall be completed and accepted only upon Housing Authority approval. All Solution tests shall be repeated as necessary in order to reach acceptance.

Prior to commencing tests, Contractor shall create a controlled test environment. Contractor, in conjunction with the Housing Authority, shall thoroughly test the components of the Solution and related procedures and controls in this test environment. All Solution functionality shall be successfully executed at least once with no subsequent modifications to the entire business process during the Solution tests prior to Housing Authority rendering its approval and acceptance. Solution test data shall be developed for testing functionality with the execution of the test script.

Additionally, Contractor shall introduce test data that exercises logic to handle “out-of-norm” conditions.

Contractor shall document the expected results of each Solution test script prior to running the Solution test and shall resolve all differences in the Solution Test results. Contractor shall present documentation that confirms the resolution of the Solution test results variances to the Housing Authority’s Project Manager for approval prior to continuing with the Solution test.

3.8.4.4 **Deliverable 4.2 – Solution Test Results Report**

Contractor shall achieve Solution acceptance by reviewing, with the Housing Authority, all documentation and project results, against pre-defined acceptance criteria. Contractor shall achieve Solution

acceptance in accordance with the Acceptance Test Plan (ATP). Solution Administration and reporting tools shall be tested separately.

3.8.5 **Task 5 – Data Migration**

3.8.5.1 **Subtask 5.1 – Acquire Data from Housing Authority**

Contractor shall work with the Housing Authority to acquire data from the current system and will provide or develop any programs or scripts required to migrate data to the Contractor's Solution.

Once the information has been acquired from the Housing Authority, Contractor shall load the data into the Solution, and perform the necessary tests to ensure the information is structured properly and can be used to meet the functional requirements.

3.8.5.2 **Deliverable 5.1 – Successfully Loaded Data**

Contractor shall provide to the Housing Authority a written Data Load Report and Certification. This Report and Certification shall serve as documentation that all of the necessary data has been loaded into the Solution, and can be used to meet the functional requirements.

3.8.6 **Task 6 – User Acceptance Test (UAT)**

The Housing Authority, with assistance from the Contractor, shall prepare a UAT Plan, which shall include, but not be limited to:

- A. Detailed descriptions of the purpose and expected results of each UAT;
- B. Test scripts;
- C. Testing objectives;
- D. Description of Contractor and Housing Authority roles in performing the UAT; and
- E. Problem Resolution Strategy.

The UAT Plan shall include a method for documenting and reporting compliance with Solution requirements and will identify the user roles to participate in the UAT.

3.8.6.1 **Subtask 6.1 – Conduct User Acceptance Test (UAT)**

The Housing Authority and Contractor jointly will perform the UAT. When UAT is completed, the Solution shall be deemed ready for implementation.

Results of the UAT shall be documented, reviewed, and approved in writing by the Housing Authority. In the event of missing or improperly operating functions, Contractor shall be notified, in writing, by the Housing Authority's Project Director, and Contractor

shall correct the deficiencies within five (5) calendar days from the date of notification. During this testing period, all personnel designated by the Housing Authority's Project Manager to participate in the UAT shall have unlimited access to the Solution.

UAT shall not be considered completed until all functionality of the Solution has been successfully tested and the Housing Authority's Project Manager has accepted the final results. In the event the UAT results do not satisfy all the requirements, as determined by the Housing Authority, Contractor shall:

- A. Provide a written revised Solution and schedule that will satisfy all requirements. The proposed Solution is subject to the written approval of the Housing Authority; and
- B. Implement and test the proposed Solution until such time as the Housing Authority provides written approval.

3.8.6.2 Deliverable 6.1 – User Acceptance Test Results Report

Contractor shall conduct and successfully complete the UAT prior to Solution implementation. Contractor shall deliver to Housing Authority a UAT Results Report within one (1) week of successful completion of UAT.

3.8.7 Task 7 - Solution Training and Documentation

3.8.7.1 Subtask 7.1 – Train Staff

The Housing Authority with assistance from the Contractor shall prepare and implement a comprehensive training program, including, any necessary training materials. The training program shall include training materials addressing technical training, end-user training and train-the-trainers (T3).

As part of the training, Contractor shall provide the designated Housing Authority groups with extensive working knowledge of the Solution capabilities, training in the administration of the Solution, problem training to ensure users will become acquainted with error messages, on-line support and corrective actions. Training data will be created and incorporated in the training manuals. For the purpose of training, Contractor shall create a training environment.

3.8.7.2 Deliverable 7.1 – Trained Staff

Contractor shall provide to the Housing Authority a detailed plan for training staff on the use of the Solution. Contractor shall deliver training classes and training materials.

3.8.7.3 Subtask 7.2 – Prepare and Provide User Documentation

Contractor shall prepare user reference documentation for all Solutions provided by Contractor. This documentation shall include

manuals that shall provide the Housing Authority with a comprehensive reference source of Solution functionality and data definitions. Contractor shall provide user reference documentation in electronic format.

3.8.7.4 Deliverable 7.2 – Solution Documentation

Contractor shall provide to the Housing Authority a comprehensive T3 training program, reference documentation of Solution functionality and data definitions, and technical support program. Contractor shall provide training materials to support on-going T3 training requirements. Documentation to support operation of the Solution and user reference will also be provided. Contractor shall deliver this documentation to the Housing Authority in hard copy format and in electronic format. Contractor shall also deliver electronic links to any on-line help and documentation files for the Solution, if available.

This deliverable includes those activities associated with the delivery to the Housing Authority of technical support, both on-site and remote access (telephone & internet), for the purpose of troubleshooting user problems and Solution-error resolution. Contractor shall provide these support services five (5) days per week, during normal business hours, 6:00 a.m. - 5:00 p.m. Pacific Standard Time. Escalated support from 5:00 p.m. to 6:00 p.m. to the Director and Team Leader of the Client Services.

3.8.8 Task 8 – Solution Implementation

3.8.8.1 Subtask 8.1 – Prepare Technical Configuration and Solution Implementation Plan

Contractor shall prepare a Solution installation plan that identifies, without limitation, the technical configuration required for the Solution to be installed for Production Use. As part of this subtask, Contractor shall, without limitation, identify all configuration settings required for the Solution.

3.8.8.2 Deliverable 8.1 – Solution Cutover and Installation Plan

Contractor shall prepare and deliver to the Housing Authority the installation plan, which shall, without limitation, identify the logistics, timing and technical configuration required for the Solution installation, legacy data migration and cutover of the Solution to Production Use.

3.8.8.3 Subtask 8.2 – Perform Solution Cutover to Production Use

Contractor shall prepare the Solution for Production Use. As part of Solution cutover to Production Use, Contractor shall, at a minimum:

- A. Confirm that the Housing Authority and Contractor have successfully completed all acceptance tests;
- B. Confirm that hosted environment is fully operational; and
- C. Transfer to Production environment the successfully tested Solution.

Completion of Subtask 8.2 shall constitute cutover to Production, and the Solution shall be in Production Use.

3.8.8.4 Deliverable 8.2 – Solution in Production Use

Contractor shall complete the Solution Cutover to Production Use. Upon completion of this Deliverable, the Solution shall be implemented in the Production environment on the Solution hardware, and the Solution shall be in Production Use.

3.8.8.5 Subtask 8.3 – Maintain Non-Deficient Solution in Production Use

Contractor shall maintain the Solution in Production use with no deficiencies, as determined in the sole judgment of the Housing Authority's Project Manager, for thirty (30) consecutive days following the Housing Authority's written approval of Deliverable 8.2. Upon occurrence of a deficiency, Contractor shall correct such deficiency and restart the thirty (30) consecutive day cycle.

3.8.8.6 Deliverable 8.3 – Non-Deficient Solution in Production Use

Contractor shall provide to the Housing Authority for approval documented results certifying that the Solution was maintained in Production use for thirty (30) consecutive days with no deficiencies pursuant to Section 3.8.8.5 Subtask 8.3. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by Housing Authority Project Director in accordance with the procedures set forth in this Contract.

3.8.9 Task 9 – Provide Maintenance and Support

The Contractor shall provide maintenance and support services which will include, but not be limited to updates, operational support, self-service capabilities, and help desk services, as requested by the Housing Authority.

The operational Solution support shall commence upon start of the implementation activities and shall continue during the term of this Contract. The Solution support services shall include but not limited to the following:

- A. Support for Solution issues/problems;
- B. Support for Solution upgrades, updates, new release;
- C. Support for Solution fixes, patches; and

- D. Access to knowledgeable Contractor personnel (i.e. Help Desk) who can answer questions on the use of the Solution or provide analysis on Solutions to operation problems the Housing Authority may encounter.

3.8.9.1 **Deliverable 9 – Maintenance and Support**

Contractor shall provide maintenance and support services, consisting of maintenance services and operations Solution support, in accordance with the requirements of this Contract during the term of the Contract.

3.8.10 **Task 10 – Post-Implementation Services**

3.8.10.1 **Subtask 10.1 – Provide Additional Training**

Contractor shall, upon written request by the Housing Authority's Project Manager, provide additional training, including, without limitation, any necessary training material at the request of the Housing Authority. The additional training program shall include training courses addressing technical training, end-user training and train-the-trainers for Housing Authority's staff, end-users and trainers respectively.

As part of the training, Contractor shall provide the designated Housing Authority groups with extensive working knowledge of the Solution capabilities, including, without limitation, any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrade, updates, Deficiency corrections as well as training in the administration of the Solution.

3.8.10.2 **Deliverable 10.1 – Additional Training**

For the purpose of conducting additional training, Contractor shall plan and create a training environment.

Contractor shall deliver training classes consistent with the classes described in the Housing Authority approved plan and certify in writing that all training as described in Section 3.8.10. 1 Subtask 10.1 has been successfully completed.

3.8.10.3 **Subtask 10.2 – Provide Consulting Services**

Contractor shall, upon written request by the Housing Authority's Project Manager, provide consulting services during the term of this Contract. Following the Housing Authority's request for consulting services, the Contractor's identified hourly rate for all resources to be used during said Consulting Services, are referenced in the *Appendix C – Required Forms (Cost Sheet)*. Contractor shall additionally

submit an estimation of personnel hours to complete such consulting services. The Housing Authority and Contractor shall agree to the SOW for the task, subtasks and deliverables to be performed with the identified hourly rate for all resources to be used during said Consulting Services, referenced in the *Appendix C – Required Forms (Cost Sheet)* and number of hours for such consulting services. All consulting services by Contractor under this Contract shall be subject to the Housing Authority’s written approval in accordance with the terms of this Contract.

3.8.10.4 **Deliverable 10.2 – Housing Authority Approved Consulting Services**
Contractor shall provide consulting services in accordance with Section 3.8.10.3 Subtask 10.2 and certify in writing that the consulting services meet the requirements of the applicable SOW and the services standards set forth in this Contract.

3.8.10.5 **Subtask 10.3 – Prepare and Provide Additional Solution Documentation**
Contractor shall prepare and provide additional user reference documentation, including, without limitation, material that references any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrades, updates, and deficiency corrections. Contractor shall make additional user reference documentation available in hard copy format, if requested by the Housing Authority, and in electronic format.

3.8.10.6 **Deliverable 10.3 – Additional Solution Documentation**
Contractor shall provide to the Housing Authority comprehensive additional user reference documentation of Solution functionality and data definitions in accordance with Section 3.8.10.5 Subtask 10.3.

4.0 RESPONSIBILITIES

The Housing Authority and the Contractor’s responsibilities are as follows:

HOUSING AUTHORITY

4.1 Personnel

The Housing Authority will administer the Contract and will perform the following duties:

- Monitor the Contractor's performance in the daily operation of this Contract.

- Provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- Prepare Amendments to the Contract in accordance with the Contract.
- Provide a Project Manager or designated alternate as a day-to-day contact for the Contractor.

4.2 **Computer Training Room**

The Housing Authority shall provide the Contractor with access to the computer training room

4.3 **Travel Expenses**

The Contractor shall be reimbursed for travel and related expenses in accordance with the Housing Authority/Commission's Administrative Travel Policy as referenced in Exhibit 2 - Commission's Administrative Travel Policy (dated 11/29/10).

4.4 **Patent Rights.** INTENTIONALLY OMITTED

4.5 **Copyright.** INTENTIONALLY OMITTED

4.6 **Identification Badges**

The Housing Authority shall furnish and require every on-duty employee of the Consultant accessing Housing Authority property to wear a visible photo identification badge with the employee's name on it. This badge shall be displayed on employee's person at all times while the employee is on Housing Authority designated property.

CONTRACTOR

4.7 **Project Manager**

- The Contractor shall have a Project Manager or other designated alternate available for daily contact with Housing Authority staff. Contractor shall provide a telephone number where the Project Manager may be reached on normal Housing Authority business hours and may be reached by cell phone outside of normal Housing Authority business hours.
- The Contractor shall have its Project Manager act as a central point of contact with the Housing Authority. The Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- The Contractor shall give its Project Manager or alternate full authority to act for Contractor on all matters relating to the daily operation of this Contract. The Project Manager or alternate shall be able to effectively communicate both orally and in writing in English.

4.8 **Personnel**

The Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**

4.9 Materials and Equipment

4.8.1 The Contractor shall purchase all materials/equipment necessary to provide the needed services. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

4.8.2 If the proposal is for an on premise Solution, The Housing Authority will provide network account(s) and connectivity software to the Contractor, if necessary, to connect to the Housing Authority infrastructure and, in particular, to the specific server environment establish for installation of the proposed Solution.

4.10 Meetings

The Contractor shall schedule and hold regular progress meetings throughout the project and deliver meeting minutes within a week to all attendees via email.

4.11 Third Party Software

The Contractor shall provide detailed information regarding any Third Party software used by the proposed system or on which its functionality is dependent. In particular, provide information for any license purchases or maintenance agreements for said Third Party software that the Housing Authority will be responsible for.

4.12 Technical Assistance and Maintenance

The Contractor shall provide the following annual maintenance and technical services:

- Correction of errors;
- Maintenance releases;
- Product improvements & extensions;
- Unlimited case logging (via web and telephone numbers designated by the Contractor);
- Provide phone support during office hours, 6:00 AM to 5:00 PM (PST), escalated support from 5:00 p.m. to 6:00 p.m. to the Director and Team Leader of the Client Services; and
- Acceptance of the questions/support issue posted and feedback given on the same day or not more than 24 hours from its posting.
- Web Site Support area services:
 - Licensing: this section is used to activate your copy of the software.
 - Support: technical support and case status tracking via web.
 - Knowledge-base: articles and training webinars mostly of a technical nature that include tips, tricks and best practice advice. Guidance to users on how to use the application. (If applicable)
 - Download: area for downloading the software itself, the documentation in various languages and also examples, demos, common drivers and utilities.
 - Mailing lists: for users to subscribe to different mailing lists so that they are automatically notified when a new release of the software is published or when new articles are posted on the knowledge-base.

5.0 HOURS / DAYS OF WORK

The Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. The Housing Authority offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar E. Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority that it will consistently deliver a high level of service throughout the term of the Contract. As part of its standard operating procedure, the Contractor will use one or more monitoring documents to assess each deliverable to insure a complete, high quality and error free deliverable. The monitoring documents should be in a checklist format listing the criteria and elements of the deliverable and identifying the expected outcome(s). Each document should include a sign off line for each criteria and element. It should also include space for any narrative required to explain deviations or provide clarifications. Before the Contractor starts work on a deliverable, it will submit the related monitoring document(s) for Housing Authority review and approval prior to starting work on the related deliverable. Upon completion of the deliverable, the monitoring document will be submitted with the deliverable with each criteria and element signed off by the Contractor staff authorized to do so.

At the start of this Contract, the Contractor and Housing Authority staff will meet to identify all the deliverables and corresponding monitoring documents. Deliverables may include, and may not be limited to, the following: modules, functionalities, presentations, specific progress meetings, review stages, and milestones, such as the culmination of testing, training and implementation phases. The monitoring document will include, but not be limited to, the following:

- Deliverable:
 - Meets Scope of Work and Contract requirements;
 - Complies with guidance, standards, regulations, and laws;
 - Received prior approvals for any deviations from the Statement of Work;
 - Meets the Housing Authority's needs;
 - Is fully tested (if not, provide narrative why);
 - Includes all required documentation;
 - Terminologies used are consistent with terminologies used throughout this project;
 - Has been proofread and spelling has been checked; and
 - Has been delivered on time (if not, provide narrative why and recovery schedule).

In the event that the Housing Authority or Contractor identifies a potential issue with the system, the contractor will provide a path of steps to resolve the issue. The Contractor will provide, in writing, a record which will include, at minimum, the following:

- The time a problem was first identified;
- A clear description of the problem;
- The range of feasible alternatives that were considered;
- The corrective action proposed and taken;
- A record of all inspections conducted by the Contractor to correct the issue;
- The time elapsed between identification of the problem and of the completion corrective action; and
- How the problem affects the schedule

7.0 QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

7.1 Performance Requirements Summary

The Housing Authority shall use a Performance Requirements Summary (**PRS**) chart (**Exhibit 1**), to monitor the Contractor's work performance specifically arising out of, and solely related to, the implementation services described in this Exhibit A (Statement of Work for Fully Managed Solution) ("**Implementation Services**") and efforts to remedy any and all material deficiencies in such Implementation Services. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and will place no requirement on the Contractor.

When the Contractor's performance of the Implementation Services identified in the PRS chart do not conform to the requirements of this Exhibit A (Statement of Work for Fully Managed Solution), the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include (as applicable: reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Make a one time reduction in the payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for Contractor's continuous, systematic, deliberate and knowing misrepresentations or material failure to perform the Implementation Services in accordance with the terms of this Exhibit A (Statement of Work for Fully Managed Solution).

This section does not preclude the Housing Authority's right to terminate the contract as provided for in the Contract.

7.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Contractor's performance. Upon request, the Contractor's Project Manager will provide a report on the status of the Implementation Services required under this Exhibit A (Statement of Work for Fully Managed Solution).

7.3 Contract Deficiency Notice

The Housing Authority will provide a verbal notification to the Contractor of a deficiency in the Implementation Services as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Housing Authority and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

7.4 Housing Authority Observations

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Contractor shall comply with all information security and privacy requirements identified in Exhibit K.

9.0 ADDITIONS AND DELETIONS

9.1 The Housing Authority reserves the right to add to or delete any of the above services on the anniversary of the contract.

9.2 The Contractor shall have the capability to handle any increase or decrease in services. In the event that additional or fewer services are required, fees will be adjusted by negotiation between the Housing Authority and the Contractor.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE*	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.2 - Systems' Integration Requirements	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.3 - General Functionality Requirements	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.4 - Housing Management Requirements	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5 - Assisted Housing Requirements	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.6 - Common Requirements for both Assisted Housing and Housing Management	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.7 - Financial Management Requirements	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence

Prior to Housing Authority imposing any fee deduction, as identified in the above PRS chart, it shall provide Contractor (i) written notice of Contractor's failure to perform the Required Service in substantial compliance with the terms of the applicable section in this Exhibit A (Statement of Work for Fully Managed Solution), and (ii) a reasonable opportunity to cure such failure. If Contractor is unable to reperform the Required Service in conformity with the requirements set forth in the applicable provision of Exhibit A (Statement of Work for Fully Managed Solution) during the applicable cure period, then Housing Authority may impose the fee deduction specified in the above PRS Chart; provided, however, that Housing Authority may not impose more than one (1) fee deduction for each of the Required Services identified in the PRS chart.

*The "Standard of Performance" required services have been performed in compliance with the terms of this Exhibit A on a date to be mutually agreed upon between the Housing Authority and the Contractor based on the project plan.

Housing Authority/Commission's Administrative Travel Policy



ADMINISTRATIVE POLICIES AND PROCEDURES

Approved by:

Bobbette A. Glover for
Executive Director

11/29/10
Date

<input type="checkbox"/> Original
<input type="checkbox"/> Complete Revision
<input checked="" type="checkbox"/> Partial Revision

6.4.0 Administrative Travel

6.4.1 PURPOSE

This policy provides minimum guidelines and procedures for people who travel on Commission business. Divisions may impose greater controls than required by this policy.

The Financial Management Division is responsible for periodically reviewing this policy and implementing changes approved by the Executive Director. The Executive Director, at his sole discretion, may approve exceptions to this policy.

This policy includes all related policies of the Commission, including Fleet Vehicle Management and Driving on Commission Business, which is available on the Intranet.

6.4.2 DEFINITIONS

Administrative Travel is approved travel that is necessary to carry out Commission business. It may include limited local travel or more extensive trips to attend professional meetings, conferences and similar functions.

Authorized Persons include the Executive Director, Assistant Executive Director, Division Directors, Assistant Directors, Managers and others authorized to approve staff travel, such as supervisors.

Lowest Logical Cost is the most economical cost that does not result in significant inconvenience or hardship for the traveler, such as the lowest airfare available that does not cause multiple layovers or long delays.

6.4.3 OBTAINING PERMISSION TO TRAVEL

Travelers should submit travel requests in writing to the Authorized Person with enough time to make the necessary arrangements. The request must clearly state the purpose, itinerary, estimated costs and other pertinent information. Sufficient funds must be available in the respective Division's budget to pay for the trip.

Pre-approval is required for all overnight travel. Pre-approval is not required when day travel is conducted outside the County of Los Angeles during the course of normal business.

Trips involving legislation and some agency-wide matters may require advance coordination with the Intergovernmental Relations (IGR) Manager. Staff should consult with the IGR Manager, as appropriate.

6.4.4 TRAVELING TO WASHINGTON, D.C. AND SACRAMENTO

Trips to Washington, D.C. and Sacramento must be approved in advance by the Executive Director. If the trip involves advocacy, the IGR Manager must be notified in advance to ensure proper coordination internally and with the Chief Executive Office (CEO).

6.4.5 COMPLETING THE AUTHORIZATION/ADVANCE REQUEST (FORM 420)

The Board of Supervisors sets travel expense reimbursement rates annually. The current rates are available from the Financial Management Division.

Form 420 is used to request approval of all estimated travel costs and travel advances before a trip. A sample form is provided as Attachment A. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 420* and retains a copy. The original is submitted for signature approval, in the following order: Division Budget Analyst; Division Director; Financial Management; and the Executive Director.

If a travel advance is needed, the *Check Request/Travel Advance* portion of the form is completed. Checks requested by Tuesday at 5:00 p.m. will be ready by 2:00 p.m. the following Friday. Same day checks are issued only if requested on *Form 420* and approved by the Executive Director. Any special handling requests should be noted on *Form 420*.

When the Internet is used to buy airfare, hotels and other services, three Internet printouts must be attached to *Form 420* to support the *Lowest Logical Cost*.

NOTE: Travel advances issued by the Commission are considered "personal advances to the traveler" until a *Travel Expense Report (Form 430)* is approved by Financial Management and the Executive Director.

6.4.6 COMPLETING THE TRAVEL EXPENSE REPORT (FORM 430)

Form 430 is used to itemize completed travel expenses and calculate amounts due to the traveler or owed to the Commission following a trip. A sample form is

provided as Attachment B. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 430* and retains a copy. The original is submitted for signature approval, in the following order: Division Director, Financial Management and Executive Director.

The Financial Management Division must receive *Form 430*, receipts and any other required documentation within **10 business days** after the last day of travel.

6.4.7 TRAVEL RECORDS AND DOCUMENTATION

Divisions must keep travel records for each trip, which include *Form 420* and *Form 430* and all supporting documents. Division records must be maintained so that an audit trail can be easily established and kept for **two** years after the end of the fiscal year to which the records relate.

Financial Management Division records must be kept for **four** years after the end of the fiscal year to which the records relate.

6.4.8 DOMESTIC AND INTERNATIONAL AIR TRAVEL

Both domestic and international travel must be approved in advance by the Executive Director. International travel includes all destinations outside the Continental United States, including Hawaii and Alaska.

Airline reservations should be made as early as possible to take advantage of purchase discounts and to meet the *Lowest Logical Cost* standard. Costs are billed directly to the originating Division.

Travelers may buy their own airline tickets and pay with cash or credit card. To be reimbursed for airfare and any extra baggage charges, *Form 430* must be submitted with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

A. LOWEST LOGICAL AIRFARE COST

When cost savings for airfare is \$75 or more, travelers should review the following guidelines to ensure the *Lowest Logical Cost* standard is met, before booking the flight:

- a. routing requires **no** more than one additional interim stop or change of planes each way;
- b. routing does **not** increase the one-way total elapsed trip time (origin to destination) by more than **one** hour;

- c. departure and arrival times are no more than **two** hours before or after the requested time.

The following should also be considered when seeking the lowest rate: special negotiated fares; non-refundable fares; penalty fares; Saturday night stay-overs; advance purchase fares; connecting and non-stop flights; off-peak flights; alternate airports; promotional/bulk fares; lower cost carriers; and Internet specials.

C. COACH CLASS

All domestic air travel must be by coach class and meet the *Lowest Logical Cost* standard. First class passage may be booked when approved by the Executive Director.

D. UPGRADES

Upgrades are allowed at the traveler's expense or at the Commission's expense if the cost of the ticket does not exceed the *Lowest Logical Cost* standard. Elective upgrades that exceed the *Lowest Logical Cost* standard are usually not charged to the Commission's credit card. However, if this is unavoidable the traveler must reimburse the Commission on return.

E. PREFERRED AIRLINES

If the Commission has negotiated special rates with specific carriers, travelers must use these preferred carriers whenever possible.

F. AIRLINE FREQUENT FLYER PROGRAMS

Employees may keep frequent flyer benefits received from flying on Commission business. However, participation in these programs must not influence flight selection that would result in incremental cost to the Commission beyond the lowest available airfare, as defined in this policy.

G. PREPAID TICKETS

Prepaid tickets are used primarily when the purchaser and the traveler are in different locations and travel arrangements must be made. This allows the ticket to be bought at a location such as a Commission office, and picked up by the traveler at a different location without having to pay.

Prepaid ticketing is discouraged because airlines usually charge a fee for this service. The cost of prepaid tickets and fees are billed directly to the originating Division.

NOTE: Travelers must present photo identification at the airline counter when picking up prepaid tickets.

H. DENIED BOARDING COMPENSATION

Airlines occasionally offer free tickets or cash allowances to compensate travelers for delays and inconveniences because of overbooking, flight cancellations and last minute changes.

Travelers may volunteer for *denied boarding compensation* when there is no interruption or loss of Commission business, or when efficiency or other needs outweigh added costs, such as extra lodging and meals.

I. OVERNIGHT DELAYS

If an airline delay creates the need for an overnight stay, the traveler must try to secure complimentary lodging from the airline. If unsuccessful, the traveler may pay with a Commission credit card or personal credit card and request reimbursement at the end of the trip.

J. CANCELLATIONS/UNUSED TICKETS

If a flight is canceled or if a ticket is not used for any reason, the traveler must immediately return the unused ticket to the person in the Division assigned to make travel arrangements. The airline policy must be checked before discarding or destroying any unused airline tickets or flight coupons, because they may have cash value.

If a ticket is refundable, a refund of the highest possible amount should be requested. If the ticket is non-refundable, the unused ticket should be kept for a minimum of one year. Some airlines honor unused tickets beyond one year, so it is important to check with the airline before destroying any unused ticket. If the same person travels again, the airline should be notified and an attempt made to use the unused ticket.

For tracking purposes, travelers will notify Division management before canceling tickets bought over the Internet.

K. LOST OR STOLEN TICKETS

Travelers are responsible for the safekeeping of airline tickets and for reimbursing the Commission for the value of lost or stolen tickets, unless the traveler is not at fault. Issuance of a replacement ticket may result in a fee and a higher airfare charge. Travelers may have to pay replacement costs during the trip.

The traveler should report the loss to the issuing travel agency or airline ticket counter staff. The traveler must also file a lost ticket claim with the airline as soon as possible and keep a copy of the paperwork to submit with *Form 430* following the trip.

L. USE OF PRIVATE AIRCRAFT

If an employee wishes to fly a private aircraft for Commission business, the following is required: approval by the Executive Director; possession of a current valid Federal Aviation Administration pilot's license; and proof of \$100,000/\$300,000/100,000 liability insurance naming the Commission and Housing Authority as co-insured.

M. TRAIN TRAVEL

Train travel may not exceed the cost of coach airfare for the same destination. The Commission only pays for coach class.

Travelers may request reimbursement for train travel and any baggage charges by filing *Form 430* with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

N. GROUND TRANSPORTATION

Employees traveling to the same location should share ground transportation with colleagues to help contain costs. Ground transportation includes buses, subways, taxis, hotel and airport shuttles and personal vehicles.

Travelers may request reimbursement for these expenses by filing *Form 430* and original receipts showing the date, time, destinations and purpose. Only trips for Commission business are reimbursed. Personal trips for non-business purposes, such as sightseeing and other entertainment are not reimbursable.

6.4.9 DRIVING ON COMMISSION BUSINESS

Employees who drive on Commission business must possess a valid California driver's license, sufficient automobile insurance and a driving record that meets California State Department of Motor Vehicles (DMV) requirements. Employees must also abide by all California driving laws, including those requiring the use of seat belts and hands free cell phone use.

Before driving on Commission business, employees must complete a *Commission Vehicle/Private Vehicle Use Form* and provide proof of automobile insurance that meets the minimum coverage required by State of California Financial Responsibility Laws. The Risk Management Unit collects this information at the time of initial hire and annually thereafter.

Employees are mandated to immediately inform Division management or the Risk Management Unit of changes in driver's license status or insurance that could negatively impact their driving record and ability to drive on Commission business. This includes cancellation of insurance, driver's license suspension or cancellation, arrest for driving under the influence of alcohol or illegal substances and other factors that increase the risk of driving or affects the ability to drive legally as permitted by the DMV.

The Executive Director must approve driving extensive distances for Commission travel if airlines or trains are available to the same destination.

6.4.10 USING RENTAL VEHICLES ON COMMISSION BUSINESS

Permission to rent a car for travel must be approved in advance by filing *Form 420* and including estimated rental rates, fuel costs, parking and other expenses, compared to taxi and shuttle services. The *Lowest Logical Cost* should be sought and corporate rates used, if available.

Both Collision Waiver Insurance and Automobile Liability Insurance, up to the highest limits available, should be bought from the rental car company. If a rental car company does not offer automobile liability insurance, the Executive Director must give advance written approval to use such a company.

Reimbursements can be requested by filing *Form 430* and submitting original receipts for expenses such as the rental fee, fuel, tolls and parking.

See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

A. VEHICLE SELECTION AND UPGRADES

When traveling alone, travelers should rent mid-size or smaller cars, based on need. When picking up the rental car, travelers should check for any promotional rates, last-minute specials or free upgrades that reduce costs.

Travelers may upgrade the class of service by booking one level higher when: two or more employees are traveling together; the traveler may be upgraded at no extra cost; or there are medical reasons, such as travelers with disabilities.

B. VEHICLE INSPECTION BEFORE DRIVING

At the time of rental and before the vehicle is accepted, the traveler must inspect the vehicle and make a notation on the contract if any damage is seen.

C. ACCIDENTS INVOLVING RENTAL VEHICLES

If an accident occurs while driving on Commission business, travelers must immediately notify Division management, the Risk Management Unit at 888-606-SAFE (7233) and the rental car company. Local authorities must be notified of any accident, no matter how minor the damage.

Upon returning to the office, the traveler will complete the required accident reporting procedures. See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

6.4.11 USING AGENCY AND PRIVATE VEHICLES ON COMMISSION BUSINESS

Employees must request permission to drive on Commission business according to the procedures in Section 6.4.9 above.

Accidents that occur while driving on Commission business must be reported according to the procedures in Section 6.4.10 above.

A. MILEAGE CLAIMS

Mileage reimbursements will not exceed what it would cost to reach the same destination by air or train. Travelers will be reimbursed at the per mile rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

Travelers may request mileage reimbursements by completing a *Mileage Claim Form* and filing it with *Form 430*. Internet maps and/or odometer readings are required to substantiate miles driven; however, commute deductions are not made for overnight travel.

Mileage requests for driving for normal business are submitted monthly on a *Mileage Claim Form*, without *Form 430*.

Mileage Claim Forms are available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

B. PARKING

Travelers may pay parking fees in cash and request reimbursement by submitting the original receipts with *Form 430*.

Airport parking is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

6.4.12 LODGING AND MEALS

Lodging, meals and related expenses may be prepaid by the Commission, or the traveler may pay by cash or credit card and request reimbursement by filing *Form 430*.

A. HOTEL RESERVATIONS

Promotional rates, government rates, last-minute specials, and long-term specials (for stays of one week or longer) should be used to help contain hotel costs.

Form 430 must be filed with original itemized receipts to receive reimbursement. Travelers should secure an itemized folio and review all charges before leaving the hotel.

Reimbursement is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

B. HOTEL CANCELLATIONS

Hotel cancellations should be made before the cancellation period ends to avoid extra charges. Cancellation deadlines are based on the local time at the hotel location.

Cancellation confirmation numbers must be requested by the traveler and provided in the event of a billing dispute.

Travelers will be responsible for “no show” charges unless the traveler was not at fault.

C. MEAL REIMBURSEMENTS

Reimbursements for meals will be provided when travel lasts a minimum of 4 hours during the day.

For the purpose of determining eligibility for meal reimbursements, travel begins when travelers depart their residence or office and ends when they arrive back at their residence or office.

Following are examples to illustrate when meal reimbursement is appropriate:

MEAL(S)	TRAVEL BEGINS	TRAVEL ENDS
Breakfast Only	6:00 a.m. or earlier	10:00 a.m. or later
Breakfast and Lunch	6:00 a.m. or earlier	1:00 p.m. or later

Breakfast, Lunch and Dinner	6:00 a.m. or earlier	7:00 p.m. or later
Lunch Only	11:00 a.m. or earlier	3:00 p.m. or later
Lunch and Dinner Only	11:00 a.m. or earlier	7:00 p.m. or later
Dinner Only	5:00 p.m. or earlier	7:00 p.m. or later(*)

(*) Travel must be at least 4 hours in total.

Meals (breakfast, lunch and dinner) do not require receipts when the reimbursement requested is within the rates set by the Board of Supervisors. The current rates are available from the Financial Management Division.

Original receipts, an explanatory memo and Executive Director approval are required when the reimbursement requested is greater than the allowable rates.

Travelers should deduct individual meal allowances from the per-day total when:

- a. a meal is included in the registration fee for the event; or the
- b. Commission pays an additional fee for a planned event meal.

Form 430, original receipts, an explanatory memo and Executive Director approval are required to receive reimbursement if the hosting event is unable to accommodate special dietary needs for meals described in **a** and **b** above.

Continental Breakfasts are not considered a meal for the purpose of this policy. Travelers are entitled to a breakfast reimbursement if they are traveling during breakfast hours and the event provides a Continental Breakfast.

6.4.13 INCIDENTAL EXPENSES

Travelers will be reimbursed for additional incidental expenses incurred to cover the higher costs associated with traveling to a **capital or primary city** of any major metropolitan area.

Capital City Per Diem Allowances for expenses can be claimed for travel to Sacramento, Boston, Chicago, Dallas, Detroit, Houston, Miami, New York, Philadelphia, San Francisco and Washington, D. C.

To be reimbursed, the traveler must have been required to be physically in the primary city for any portion of a day. *Form 430* and original itemized receipts must be submitted at the end of the trip.

Capital and primary city reimbursement rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.14 PORTERAGE

Porterage costs are reimbursed by filing *Form 430*.

Porterage rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.15 INCORRECT OR INCOMPLETE EXPENSE CLAIMS

Incorrect or incomplete expense claims will be returned for correction and may result in delays or non-reimbursement of specific items.

END OF POLICY

**EXHIBIT B –
Pricing Schedule**

EXHIBIT B
PRICING SCHEDULE
FOR PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE

The Contractor shall provide Public Housing & Section 8 Administration Software services as stated in Exhibit A, Statement of Work. The Contractor shall be paid in accordance with the below table fee schedule.

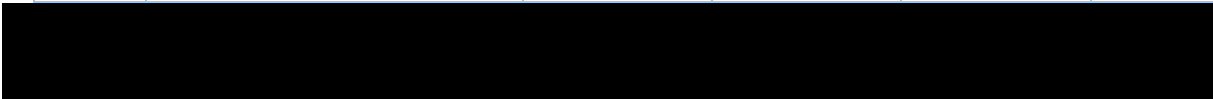
SECTION 1

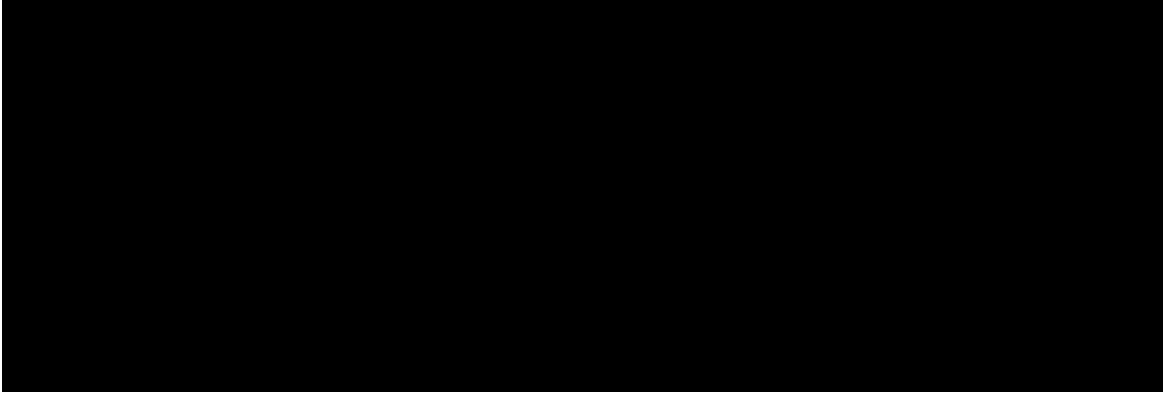
Line	Description	Total Cost
1	Software License as specified in Exhibit A, SOW, Section 2.7	
2	Yardi Cloud	
3	ACH	
4	Professional Services , as specified in Exhibit A, SOW, Section 3.5	
5	Training and Training Materials , as specified in Exhibit A, SOW, Section 2 and 3	
6	Travel and Related Expenses , as specified in Exhibit A, SOW, Section 4.3	
7	Subtotal for Section 1	

SECTION 2

In Section 2, if the contract is extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Housing Authority, the following is the Contractor's provided yearly maintenance, technical support and software license fee cost, referenced in Exhibit A

Line	Description	Year 2*	Year 3*	Year 4*	Year 5*
8	Software License				
9	Yardi Cloud				
10	ACH				
11	Subtotal for Section 2				





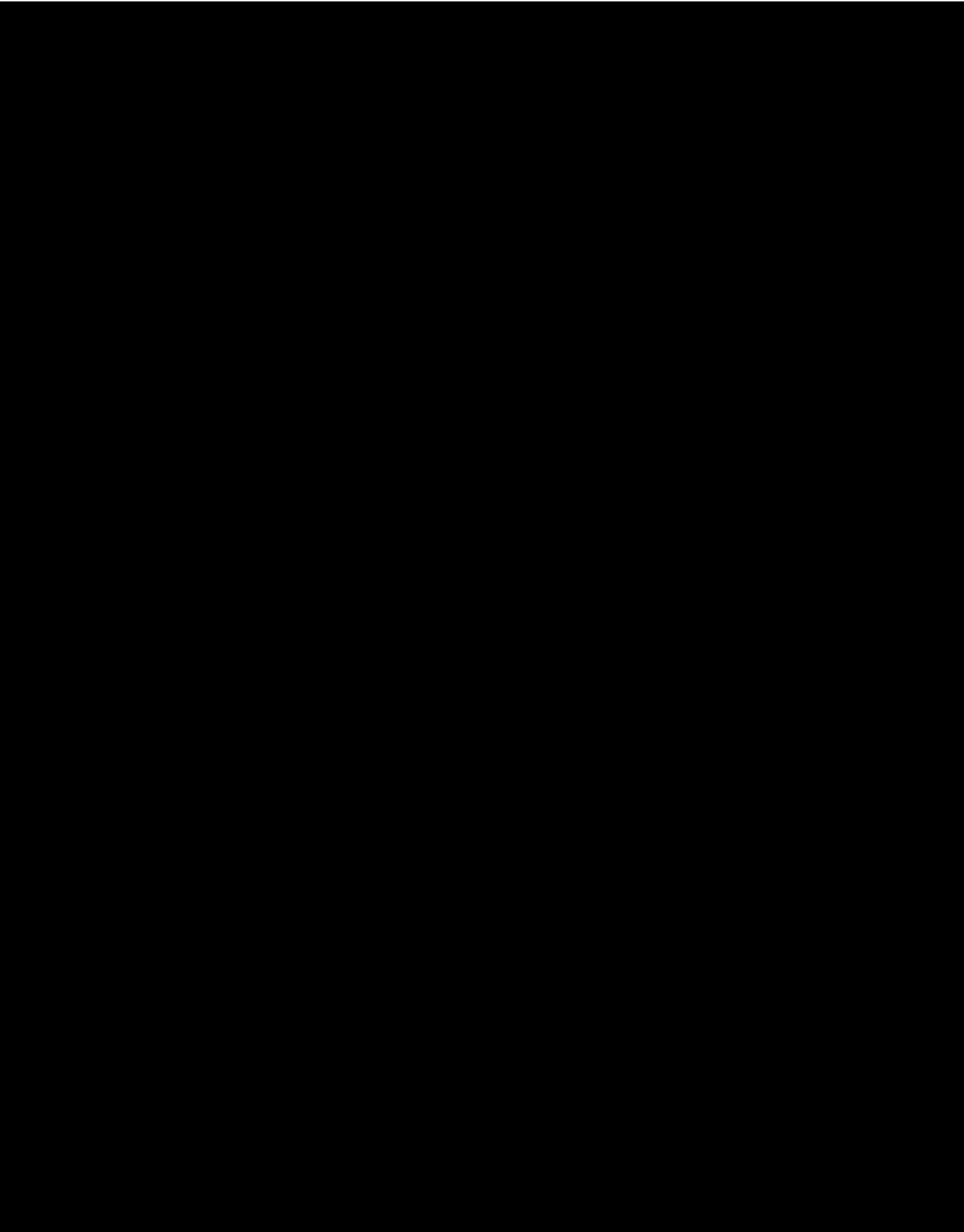
This Exhibit B, Pricing Schedule includes the following schedules:

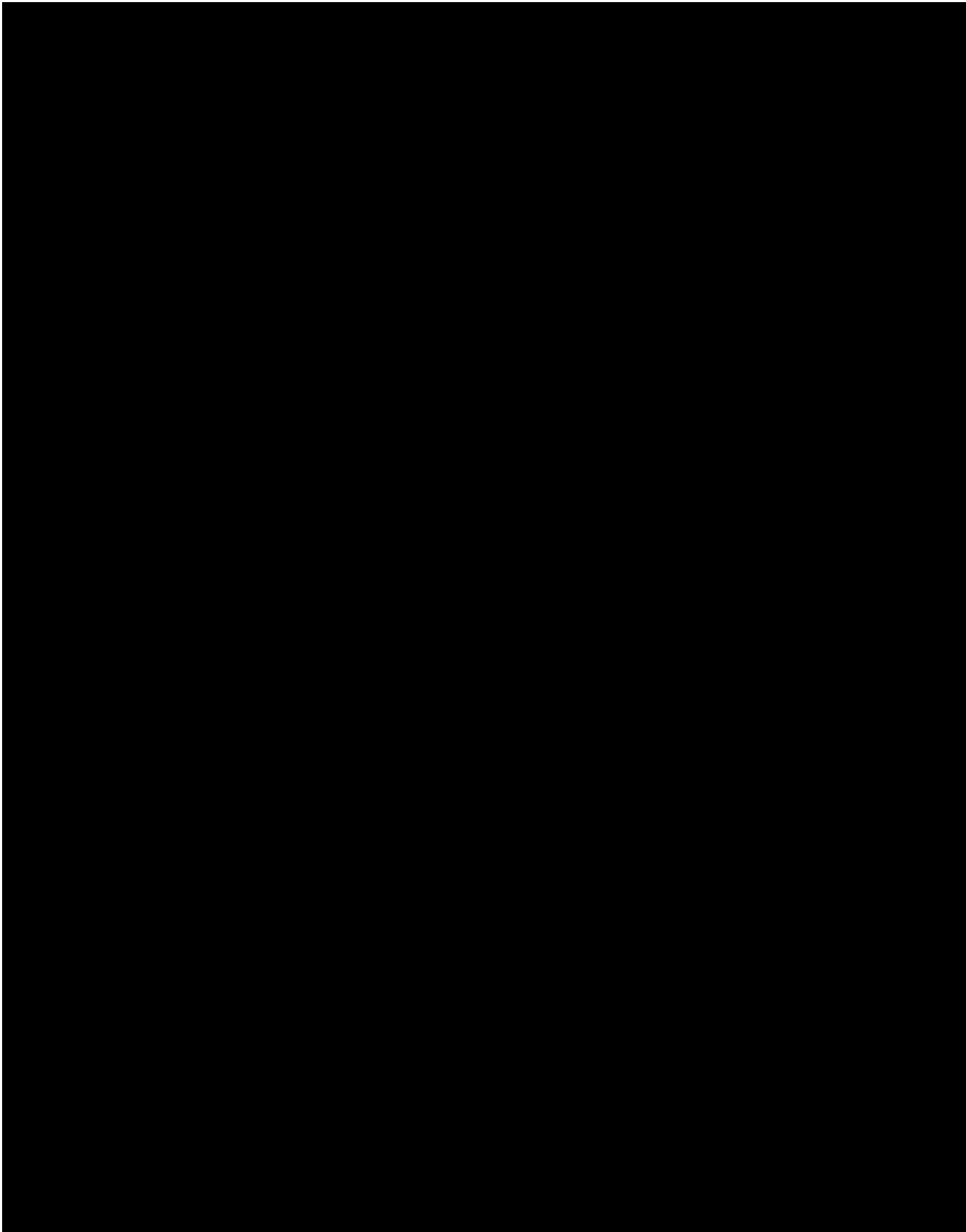
A – Fee Schedule

B – Yardi Private Cloud, Hardware, Services and Governance Schedule

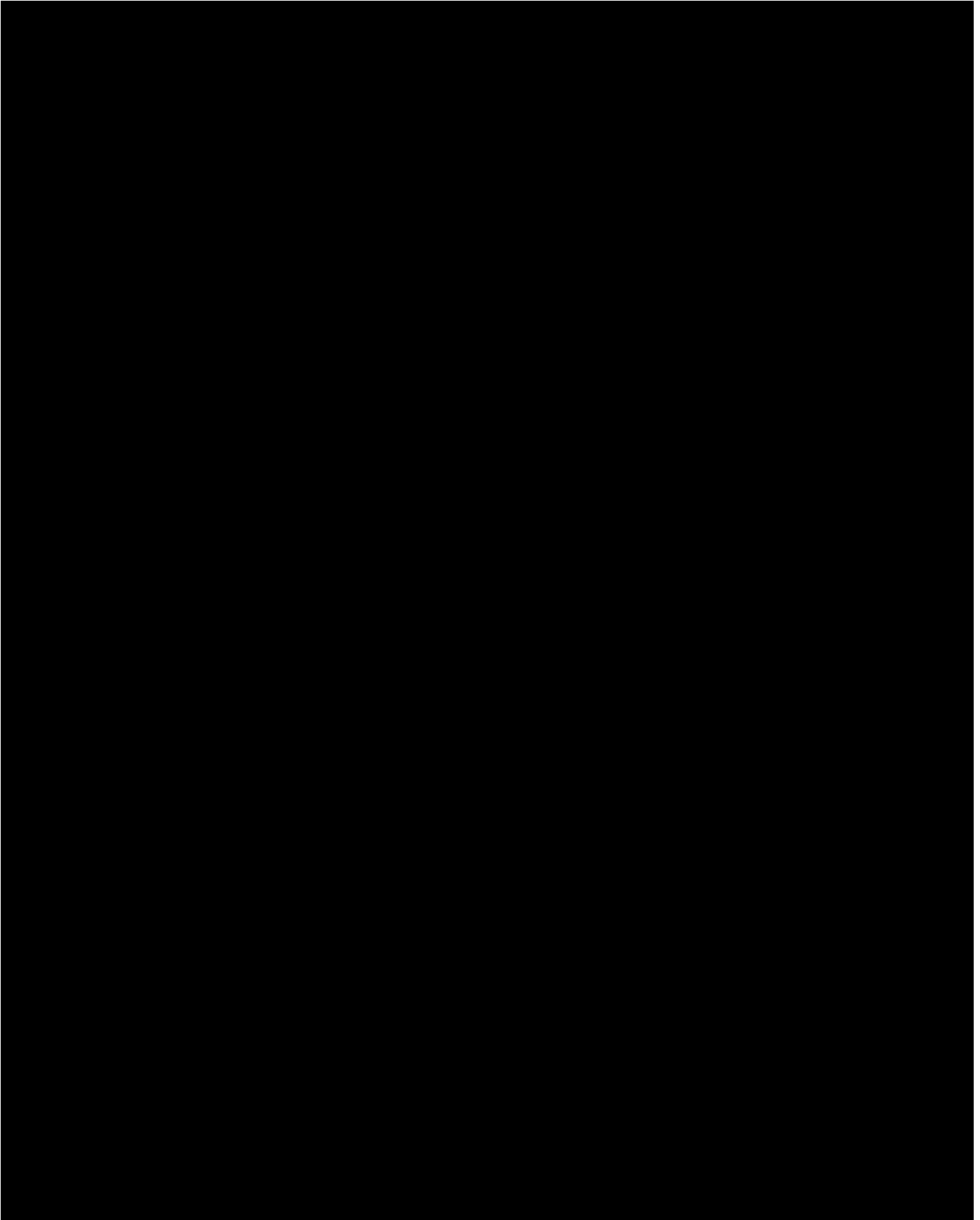
C – Additional Terms

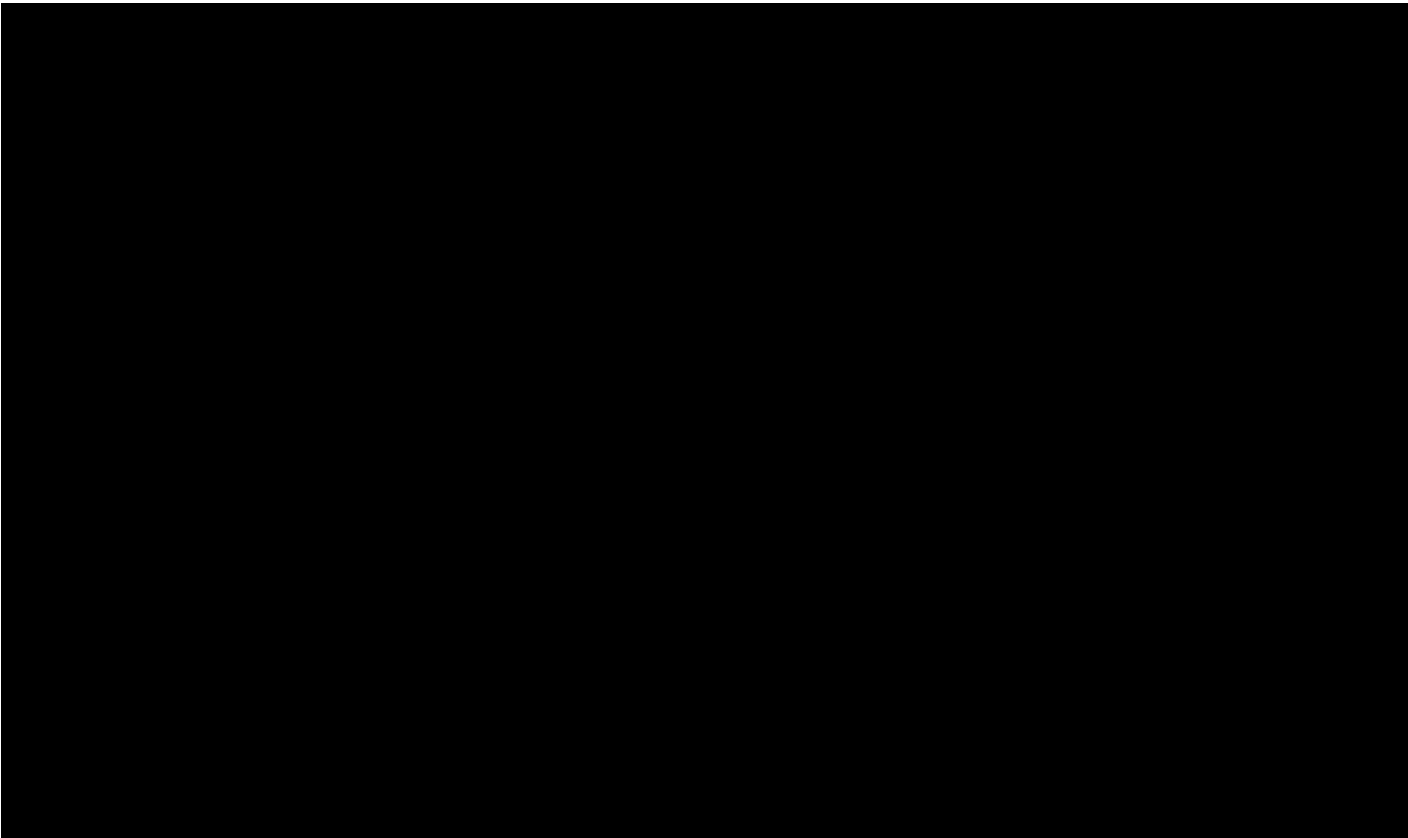
D – PSG Scope



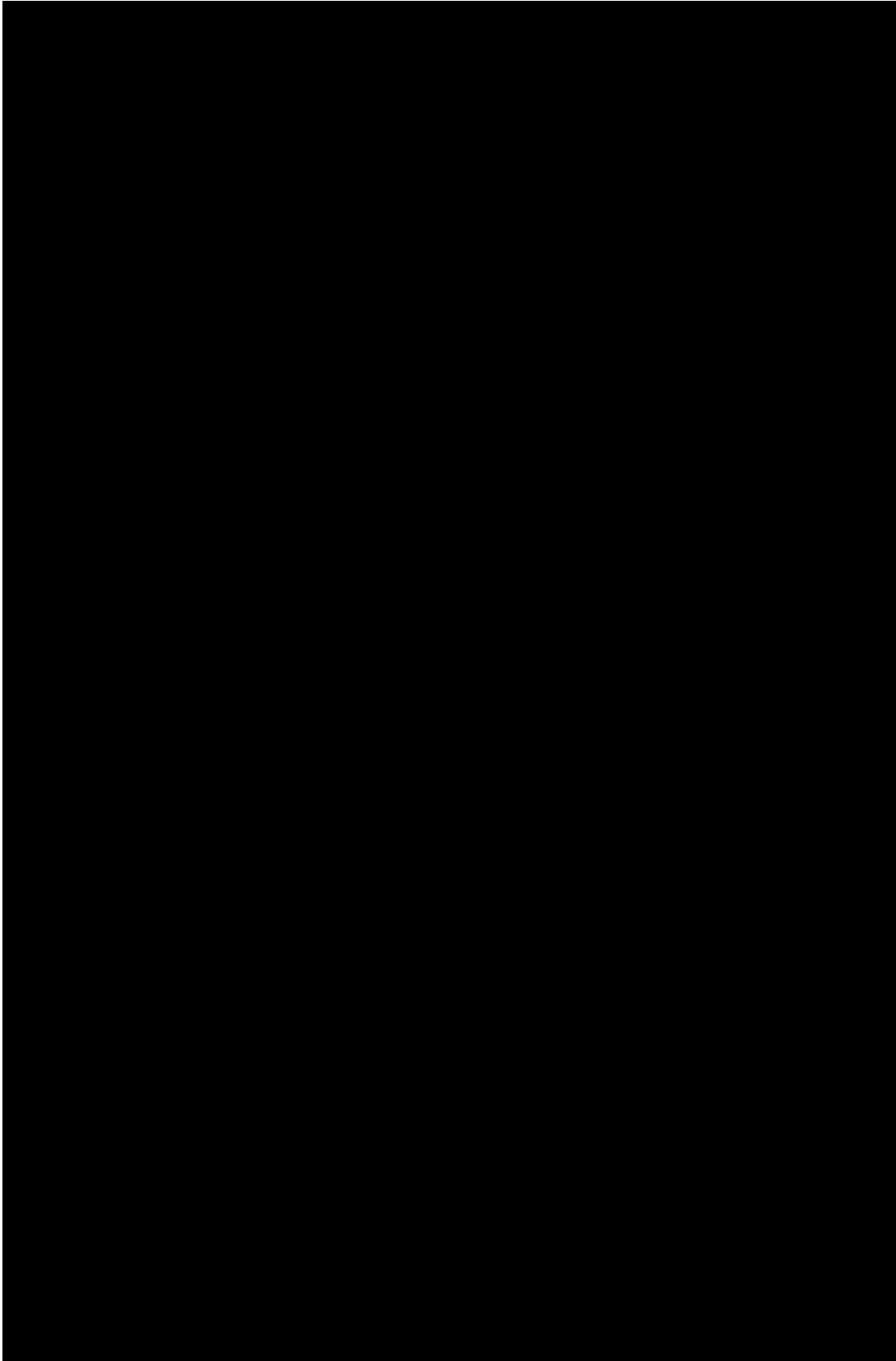








SCHEDULE D



**EXHIBIT C –
Technical Exhibits
(Intentionally Omitted)**

**EXHIBIT D –
Contractor’s EEO Certification**

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Yardi Systems, Inc.

Vendor's Name

430 South Fairview Ave, Santa Barbara, CA 93117

Address

77-0049051

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Arnold Brier Title: Vice President

Signature:  Date: June 30, 2016

**EXHIBIT E –
Housing Authority’s Administration**

EXHIBIT E
Housing Authority's Administration

ORGANIZATION

Organizational Contact List			
Name	Title	Email	Telephone Numbers
Information Technology (IT)			
Maryann Robles	IT Procurement Analyst	Maryann.Robles@lacdc.org	(626) 586-1725
Rosa Chevarin	Supervisor Housing and Document Management Systems/Project Lead	Rosa.Chevarin@lacdc.org	(626) 586-1704
Cesar Delgado	Supervisor of Network Infrastructure	Cesar.Delgado@lacdc.org	(626) 586-1707
Steve Lo	e-Services Supervisor	Steve.Lo@lacdc.org	(626) 586-1715
Douglas Van Gelder	IT Manager	Douglas.VanGelder@lacdc.org	(626) 586-1727
Assisted Housing (AH), Section 8			
Cindy Tsu	System Analyst, AH	Cindy.Tsu@hacola.org	(626) 586-1648
Basia Bednarska	Manager, AH	Basia.Bednarska@hacola.org	(626) 586-1666
Tracie Mann	Manager, AH	Tracie.Mann@hacola.org	(626) 586-1662
Adriana Ruiz	Manager, AH	Adriana.Ruiz@hacola.org	(661) 223-5999
Darlene Aikens	Assistant Director, AH	Darlene.Aikens@hacola.org	(626) 586-1665
Margarita Lares	Director, AH	Margarita.Lares@hacola.org	(626) 586-1670
Housing Management (HM), Public Housing			
Beatriz Romo	System Administrator, HM	Beatriz.Romo@hacola.org	(626) 586-1908
Tomasa Richmond	Manager, HM	Tomasa.Richmond@hacola.org	(626) 586-1906
Don Swift	Assistant Director, HM	Don.Swift@hacola.org	(626) 586-1643
Maria Badrakhhan	Director, HM	Maria.Badrakhhan@hacola.org	(626) 586-1900
Financial Management (FM)			
Veronica Alvarez	Housing Finance Supervisor, FM	Veronica.Alvarez@lacdc.org	(626) 586-1871
Ken Ho	Housing Finance Accountant, FM	Ken.Ho@lacdc.org	(626) 586-1877
Anne Huang	Housing Finance Analyst, FM	Anne.Huang@lacdc.org	(626) 586-1879
Amalia Fernandez	Housing Finance Specialist, FM	Amalia.Fernandez.lacdc.org	(626) 586-1875

LEADERSHIP & TEAM STRUCTURES

Key Staff – Roles & Responsibilities		
Name	Role	Responsibility
Information Technology (IT)		
Maryann Robles	IT Procurement Analyst	Contract administration and invoice payment review. Will work directly with counterpart on the Yardi's side for contract and invoice support.
Cesar Delgado	Supervisor of Network Infrastructure	Lead for network infrastructure, monitor and manage system operation, administration of network, security, database, backup/restore, email and active directory. Will work directly with counterpart on the Yardi's side for network support.
Steve Lo	e-Services Supervisor	Lead for application development, including implementation oversight and leadership, application design and development (including mobile and website), programming enhancements, system's maintenance and support. Will work directly with counterpart on the Yardi's side for e-Services support.
Rosa Chevarin	Project Manager	Oversee day to day system upgrade activities and implementation, coordinate internal resources, oversee integration of other housing support systems
Douglas Van Gelder	IT Manager	Leadership, guidance and oversight of implementation, project management and administration. Will work directly with counterpart on the Yardi's side for project oversight and support.
Assisted Housing (AH), Section 8		
Cindy Tsu	Systems Analyst, AH	Provides user/system support, will be responsible for coordinating testing and user feedback, assists with training
Basia Bednarska	Manager, AH	Manages day to day lease up, inspections, application eligibility activities, and voucher issuances
Tracie Mann	Manager, AH	Manages day to day contact maintenance activities such as re-examinations, interims, voucher reissuance and HAP contract terminations
Adriana Ruiz	Manager, AH	Manages Palmdale Satellite Office, and oversees program administration and all operations for that office

Darlene Aikens	Assistant Director, AH	Oversee administration of housing programs, policies and procedures
Margarita Lares	Director, AH	Leadership, oversees all aspects of the Assisted Housing Division
<i>Housing Management (HM), Public Housing</i>		
Beatriz Romo	System Administrator, HM	Subject Matter Expert, provides user/system support, will be responsible for coordinating testing and user feedback, assists with training
Tomasa Richmond	Manager, HM	Manages day to day program operations and activities, oversees system support staff and provides direction on Public Housing related matters and configurations
Don Swift	Assistant Director, HM	Leadership, direction and oversight of project administration, management and implementation for Public Housing
Maria Badrakhhan	Director, HM	Leadership and decision making, provides program and system direction to management team for Public Housing
<i>Financial Management (FM)</i>		
Veronica Alvarez	Housing Finance Supervisor, FM	Oversees all finance activities for the different housing programs, provides direction on financial housing matters, financial reporting for all housing programs, bank liaison
Ken Ho	Housing Finance Accountant, FM	Housing accounting for Mod Rehab, FSS including escrows, tenant payment agreements and financial reporting for Section 8
Anne Huang	Housing Finance Analyst, FM	Administers Post Rent HAP process for Public Housing, batch posting, Journal Entries and tenant repayment agreements for Public Housing
Amalia Fernandez	Housing Finance Specialist, FM	Administers Post Rent HAP Process for Section 8, reversals/rejections on NSF checks, ACH, Prepaid Cards and Online Payments for Public Housing

**EXHIBIT F –
Contractor’s Administration**

EXHIBIT F
Yardi's Administration

Telephone Support: (800) 866-1124

ORGANIZATION

Organizational Contact List				
Name	Title	Email	Telephone Numbers	
			Work	Mobile
Gabrielle Van Horn	Director, Client Services	Gabrielle.Vanhorn@yardi.com	(800)866-1124 x1161	(805)896-3213
Bill Hughes	Team Leader, Client Services	Bill.Hughes@yardi.com	(800)866-1124 x5437	
Carlos Perez	Project Manager, Client Services	Carlos.Perez@yardi.com	(800)866-1124 x1156	
TBD	Technical Account Manager	TBD	TBD	
Jeff Bischoff	Regional Director, Sales	Jeff.bischoff@yardi.com	(800)866-1124 x1636	(805)315-2852
Corey Payne	Manager, Professional Services	Corey.Payne@yardi.com	(800)866-1124 x1558	
TBD	Professional Services Consultant	TBD	TBD	
Jomel Esleta	Senior Team Leader, Client Services	jomel.esleta@yardi.com	(800)866-1124 x1473	

LEADERSHIP & TEAM STRUCTURES

Key Staff – Roles & Responsibilities		
Name	Role	Responsibility
Gabrielle Van Horn	Escalation Point (2 nd level)	Escalation for PHA client support
Bill Hughes	Escalation Point (1 st level)	Escalation for PHA client support
Carlos Perez	Project Manager for Cloud Migration	Assist with HACoLA's cloud migration
TBD	Primary Contact	Daily Voyager PHA support during migration and upgrade
Jeff Bischoff	Sales contact	Contract and new product-related support
Corey Payne	Manages team of trainers	Assign PSG resources
TBD	Onsite trainer	Train HACoLA staff
Jomel Esleta	Escalation Point	Core Voyager support

**EXHIBIT G –
Form(s) Required at the Time of Contract Execution**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/23/2018

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Yardi Systems, Inc. 430 South Fairview Avenue Santa Barbara CA 93117 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Atlantic Specialty Insurance Company		27154
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier : C

COVERAGES **CERTIFICATE NUMBER:** 570072344835 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			[REDACTED] APPROVED By alar2591 at 1:40 pm, Jul 26, 2018	11/01/2017	11/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED] APPROVED By alar2591 at 1:40 pm, Jul 26, 2018	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			[REDACTED]	11/01/2017	11/01/2018	EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	[REDACTED] APPROVED By alar2591 at 1:40 pm, Jul 26, 2018	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles, and the County are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the Additional Insured in accordance with the policy provisions of the Workers' Compensation policy.

CERTIFICATE HOLDER Community Development Commission Housing Authority of the County of Los Angeles Attn: IT 700 West Main Street Alhambra CA 91801 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services west, Inc.		NAMED INSURED Yardi Systems, Inc.	
POLICY NUMBER See Certificate Number: [REDACTED]			
CARRIER See Certificate Number: [REDACTED]	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Named Insured List

YARDI SYSTEMS INC.
 YARDI KUBE, INC.
 TORRIDON LLC
 JASKE TRUST OWNS ONLY YARDI PROPERTIES.
 RCASH INC MANAGEMENT, PAYABLES
 PROCESSING, AND ELECTRONIC FUNDS
 MULTI-HOUSING NEWS AND COMMERCIAL
 PROPERTY EXECUTIVE
 RENTGROW INC
 YES ENERGY MANAGEMENT INC [FORMERLY
 KNOWN AS ENERGY BILLING SYSTEMS
 INC/ENERGY BILLING SERVICES) VISUAL
 HOMES
 DIY REAL ESTATE
 PROPERTYSHARK
 YARDI MARKETPLACE, INC.
 RENTCAFE
 HUD HOMESTORE
 SCREENING WORKS
 REEPCO (DBA REALTOWN AND
 INTERNETCRUSADE)
 POINT2
 ALMSA INC
 CLIENT ACCOUNTING SERVICES
 LEAD TRACKING SOLUTIONS
 POPCARD
 YES MULTIFAMILY INC (NAME CHANGE FOR
 ISTA MULTIFAMILY INC)
 YARDI RESIDENT SCREENING
 COROWA LLC
 ISTA MULTIFAMILY INC
 YES ENERGY MANAGEMENT INC.
 30 COROWA LLC 2
 PIERCE-EISLEN INC
 CENTERSHIFT
 ENERLIANCE, INC
 POINT2 MANAGERS
 POINT2 TECHNOLOGIES
 YARDI SYSTEMS, INC.
 DBA: MCENERGY
 OPTIMUS EMR
 PEAK INSURANCE ADVISORS LLC
 PROLIPHIX, INC.

APPROVED
 By alar2501 at 1:40 pm, Jul 28, 2018

Yardi Systems Inc / Public Housing & Section 8 Administration Software | CDC16-067 / 06.11.18 | IT / Maryann Robles | RM Rcvd 07.23.18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
<ol style="list-style-type: none"> 1. Additional Insured By Contract 2. Airbag Discharge 3. Auto Theft Reward 4. Blanket Waiver of Subrogation 5. Bodily Injury Redefined – Mental Anguish 6. Broad Form Named Insured 7. Communications Equipment 8. Diminution in Value 9. Drive Other Car – Executive Officers 10. Duties In The Event of Accident, Claim, Suit or Loss 11. Employees As Insureds 	<ol style="list-style-type: none"> 12. Employee Hired Autos 13. Fellow Employee Exclusion 14. Glass Repair – Waiver of Deductible 15. Hired Auto Physical Damage Coverage 16. Lease Gap Coverage 17. Liability Coverage – Supplementary Payments 18. Newly Formed or Acquired Organizations 19. Physical Damage – Transportation Expenses 20. Rental Reimbursement – Private Passenger Vehicles 21. Towing – Any Covered Auto

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- b. To any person or organization included as an "insured" by endorsement or in the Declarations; or
- c. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

APPROVED
By: ahm2591 at 1:41 pm, Jul 26, 2018

6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
 2. Two-way mobile radio or telephone;
 3. Scanning monitor receiver; or
 4. GPS Navigation System,
- including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a, their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- d. The following definition is added to the **DEFINITIONS** section of the policy:
"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
- e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",
apply only when such "accident", claim, "suit" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. An executive officer of the corporation or insurance manager, if you are a corporation; or
 - d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSUREDS

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - 1. Any covered "auto" you lease, hire, rent or borrow; and
 - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The Fellow Employee exclusion under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph **D. – Deductible –** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss**, or **Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

APPROVED
By aia2591 at 1:41 pm, Jul 26, 2018

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph C. **Limit of Insurance** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under **SECTION II – LIABILITY COVERAGE**, the Coverage Extension for **Supplementary Payments** is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph a. of this provision **18.** does not apply to any organization:
 - 1. That is a joint venture or partnership;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph a. of this provision **18.** does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under **SECTION III – PHYSICAL DAMAGE** Coverage Extensions, the limit for **Transportation Expenses** is amended to \$75 per day and the maximum is amended to \$2,250.

20. RENTAL REIMBURSEMENT

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

21. TOWING – COVERED AUTOS

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.

APPROVED
By ahr/2591 at 1:41 pm, Jul 26, 2018

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on November 01, 2017 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. [REDACTED] Endorsement No.

of the Atlantic Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to YARDI SYSTEMS, INC.

Premium (if any) \$



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS *

APPROVED
By alar2591 at 1:41 pm, Jul 26, 2018

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

- AL ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS *
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- VA ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS *

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/01/2017 Policy No. [REDACTED] Endorsement No. _____
 Insured YARDI SYSTEMS, INC. Premium \$ _____
 Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

APPROVED
By aia12591 at 1:41 pm, Jul 26, 2018

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

- HI ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS *
- IL ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS *
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- MO ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS *

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/01/2017 Policy No. [REDACTED] Endorsement No. _____
 Insured YARDI SYSTEMS, INC. Premium \$ _____
 Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

APPROVED
By elier2591 at 1:41 pm, Jul 26, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/23/2018

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Yardi Systems, Inc. 430 South Fairview Avenue Santa Barbara CA 93117 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyd's Syndicate No. 3624		AA1120098
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570072344979 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability APPROVED By ALAR2591 at 3:24 pm, Aug 01, 2018			[REDACTED] SIR applies per policy terms & conditions	12/31/2017	12/31/2018	Professional Liability [REDACTED]

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Insurance evidenced herein is Primary and Noncontributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER**CANCELLATION**

Community Development Commission Housing Authority of the County of Los Angeles Attn: IT 700 West Main Street Alhambra, CA 91801 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i>
---	--

AGENCY CUSTOMER ID: [REDACTED]

LOC #: [REDACTED]



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Yardi Systems, Inc.	
POLICY NUMBER See Certificate Number: [REDACTED]			
CARRIER See Certificate Number: [REDACTED]	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

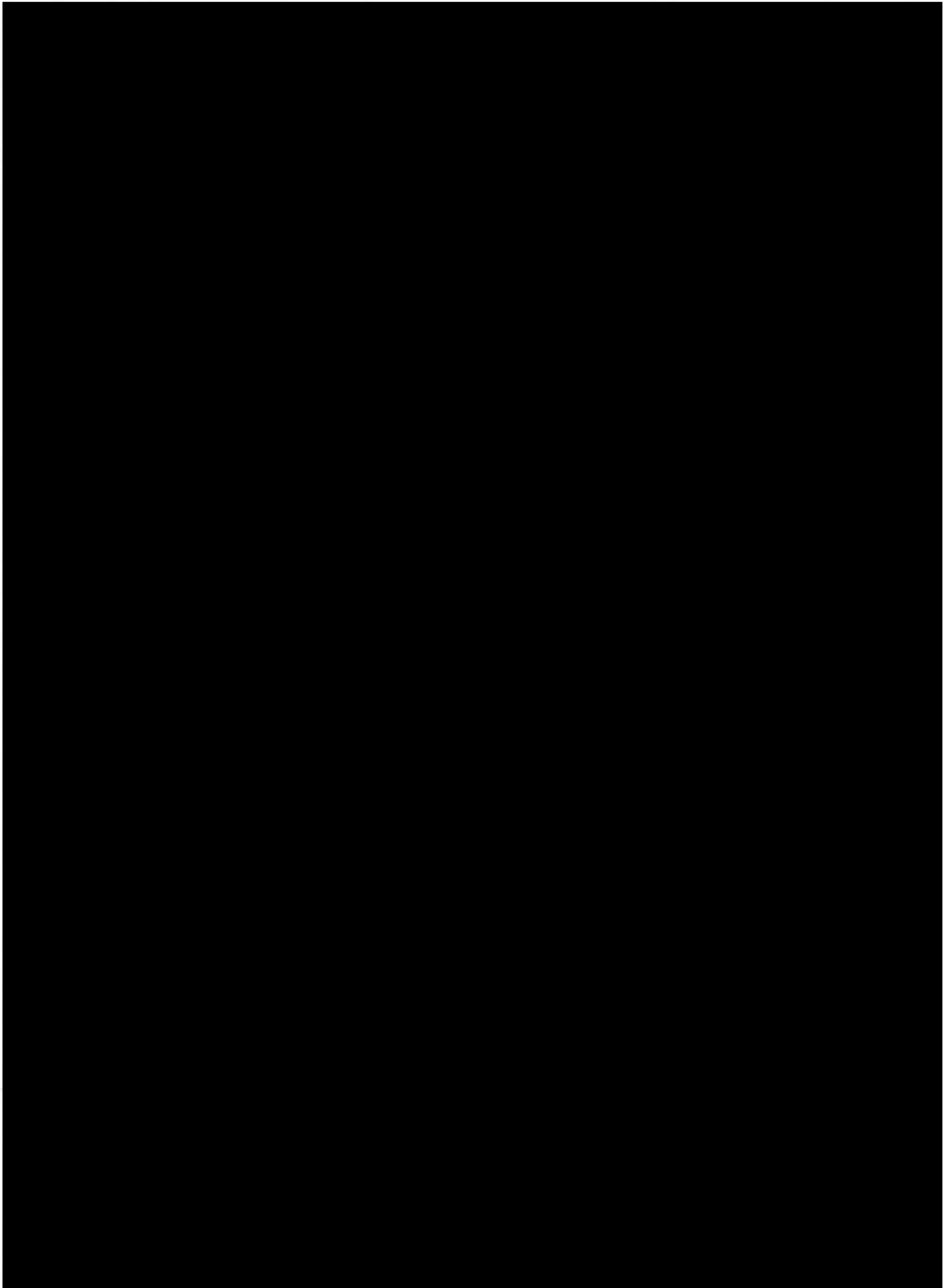
**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

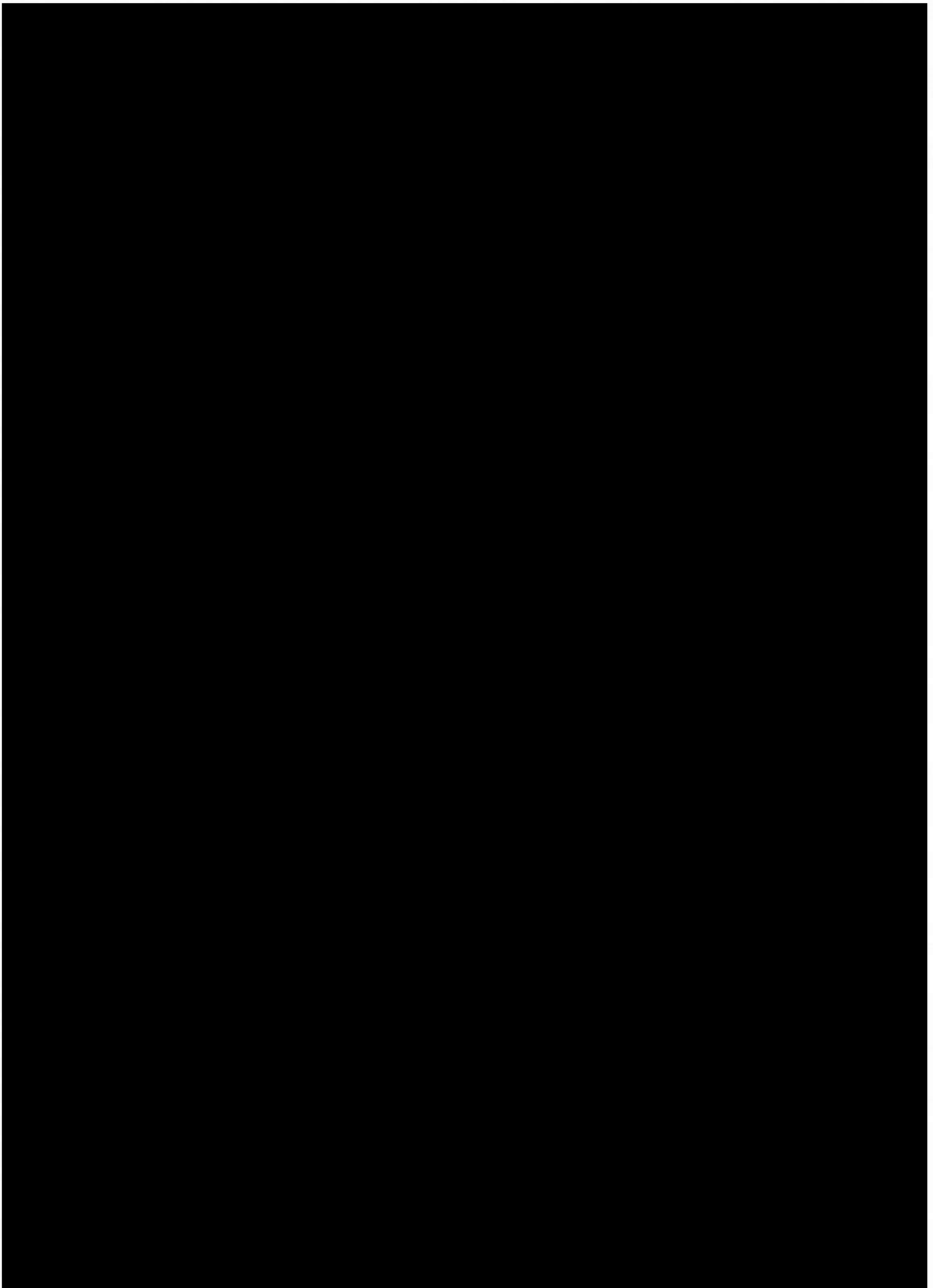
Named Insureds

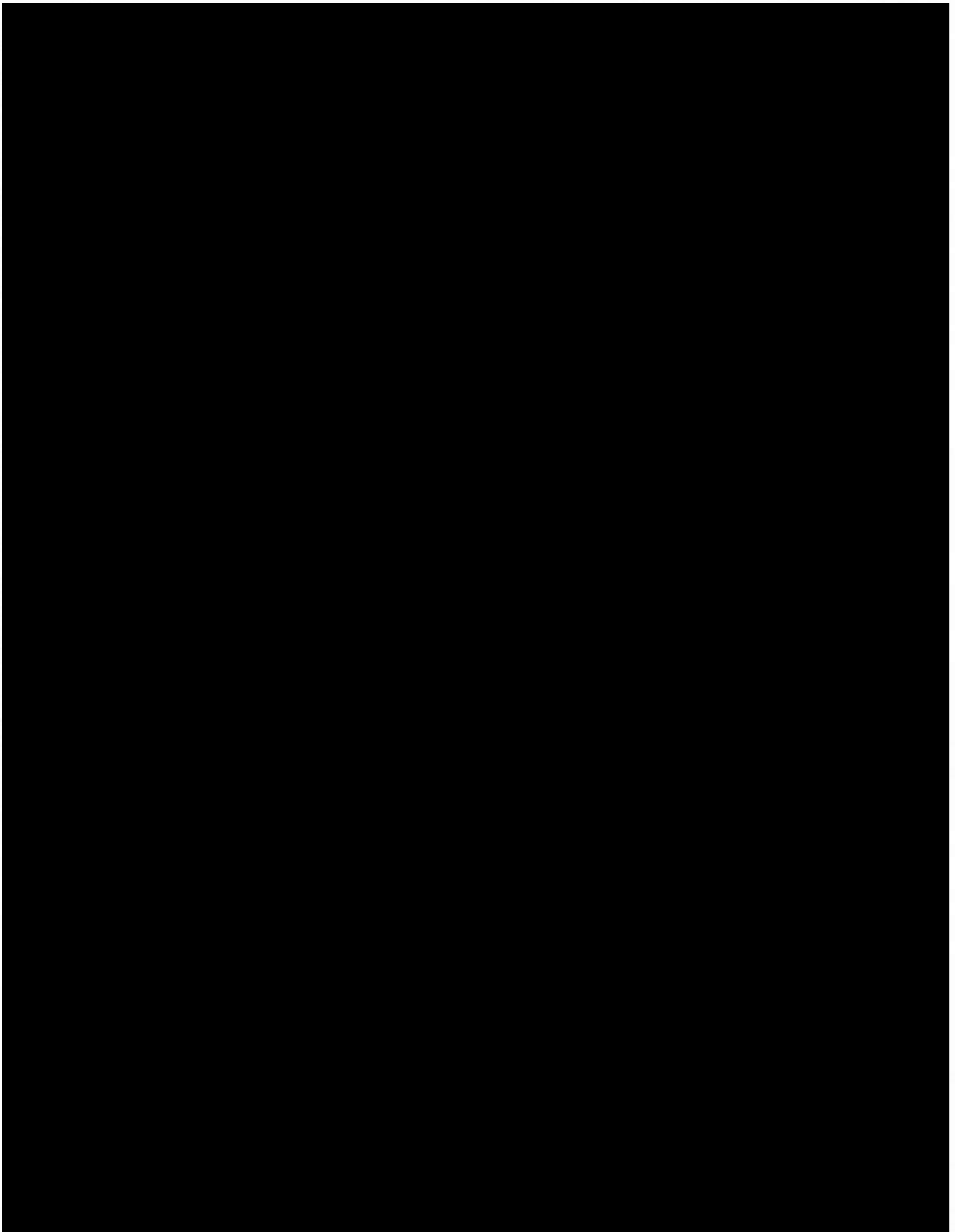
YARDI SYSTEMS INC.
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 INTERNETCRUSADE)
 POINT2
 ALMSA INC
 CLIENT ACCOUNTING SERVICES
 LEAD TRACKING SOLUTIONS
 POPCARD
 YES MULTIFAMILY INC (NAME CHANGE FOR
 ISTA MULTIFAMILY INC)
 YARDI RESIDENT SCREENING
 COROWA LLC
 ISTA MULTIFAMILY INC
 YES ENERGY MANAGEMENT INC.
 30 COROWA LLC 2
 PIERCE-EISLEN INC
 CENTERSHIFT
 ENERLIANCE, INC
 POINT2 MANAGERS
 POINT2 TECHNOLOGIES
 YARDI SYSTEMS, INC.
 DBA: MCENERGY
 OPTTMUS EMR
 PEAK INSURANCE ADVISORS LLC
 PROLIPHIX, INC.

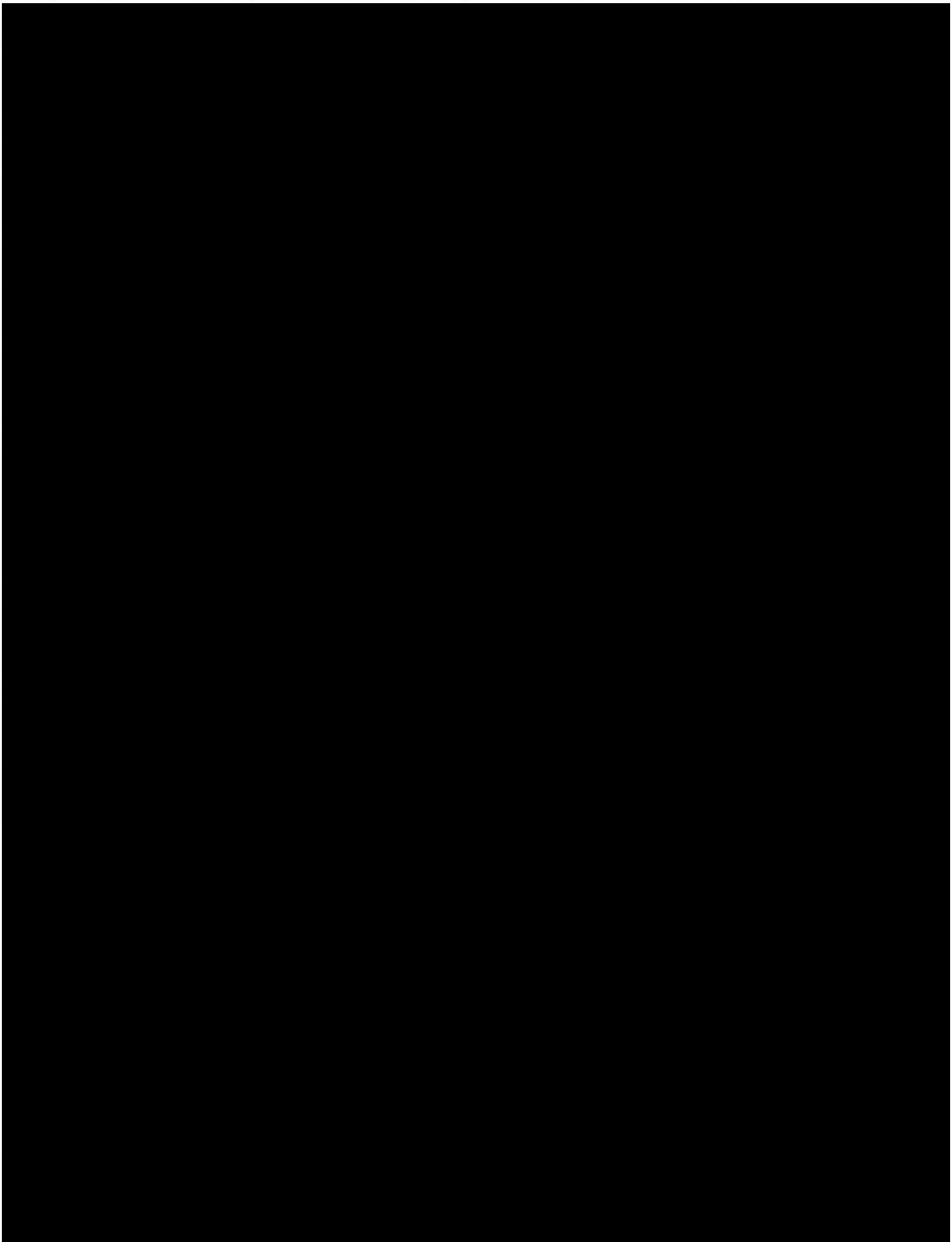
APPROVED
 By ALAR2591 at 3:24 pm, Aug 01, 2018

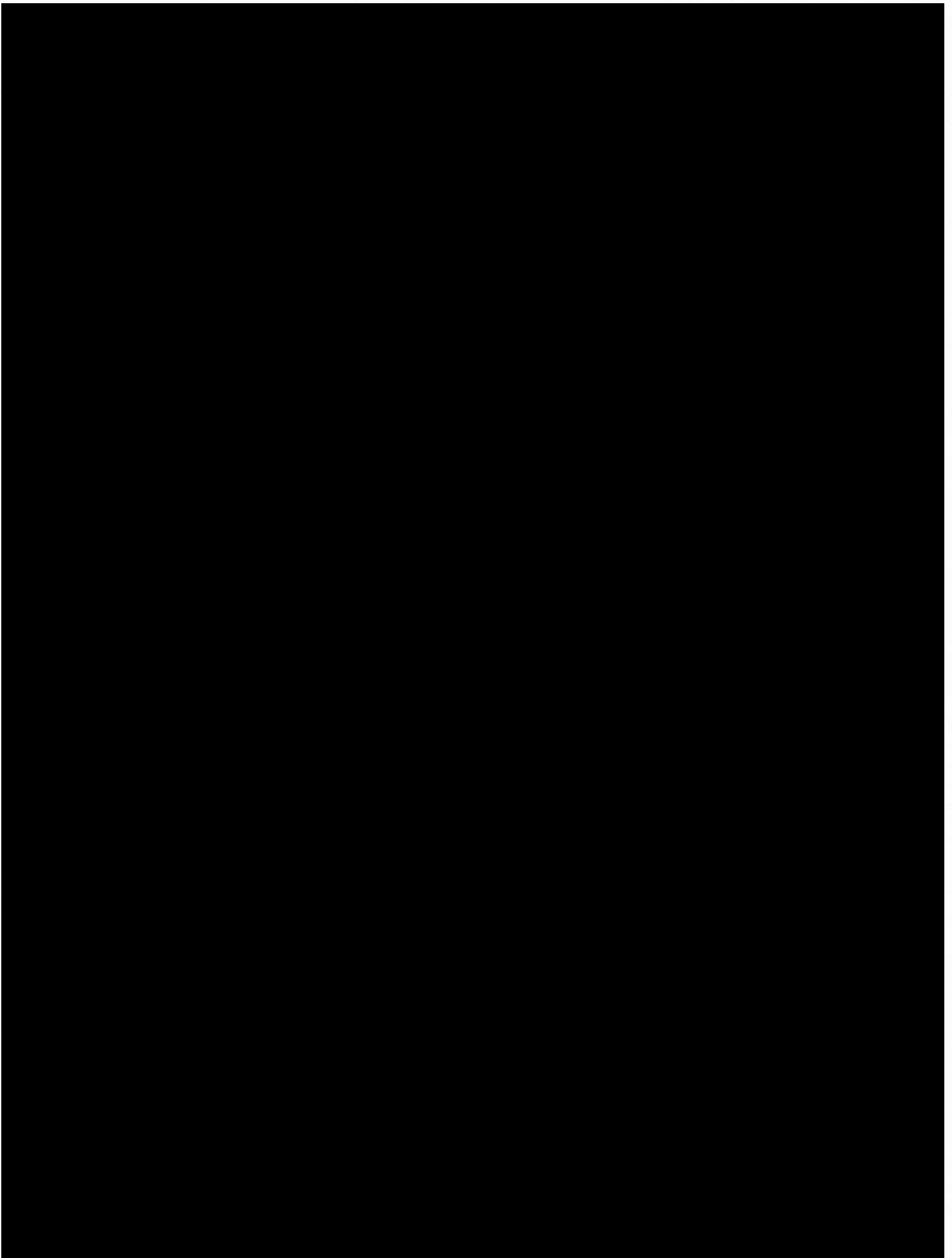
Yardi Systems Inc / Public Housing & Section 8 Administration Software | CDC16-067 / 06.11.18 | IT / Maryann Robles | RM Rcvd 07.23.18





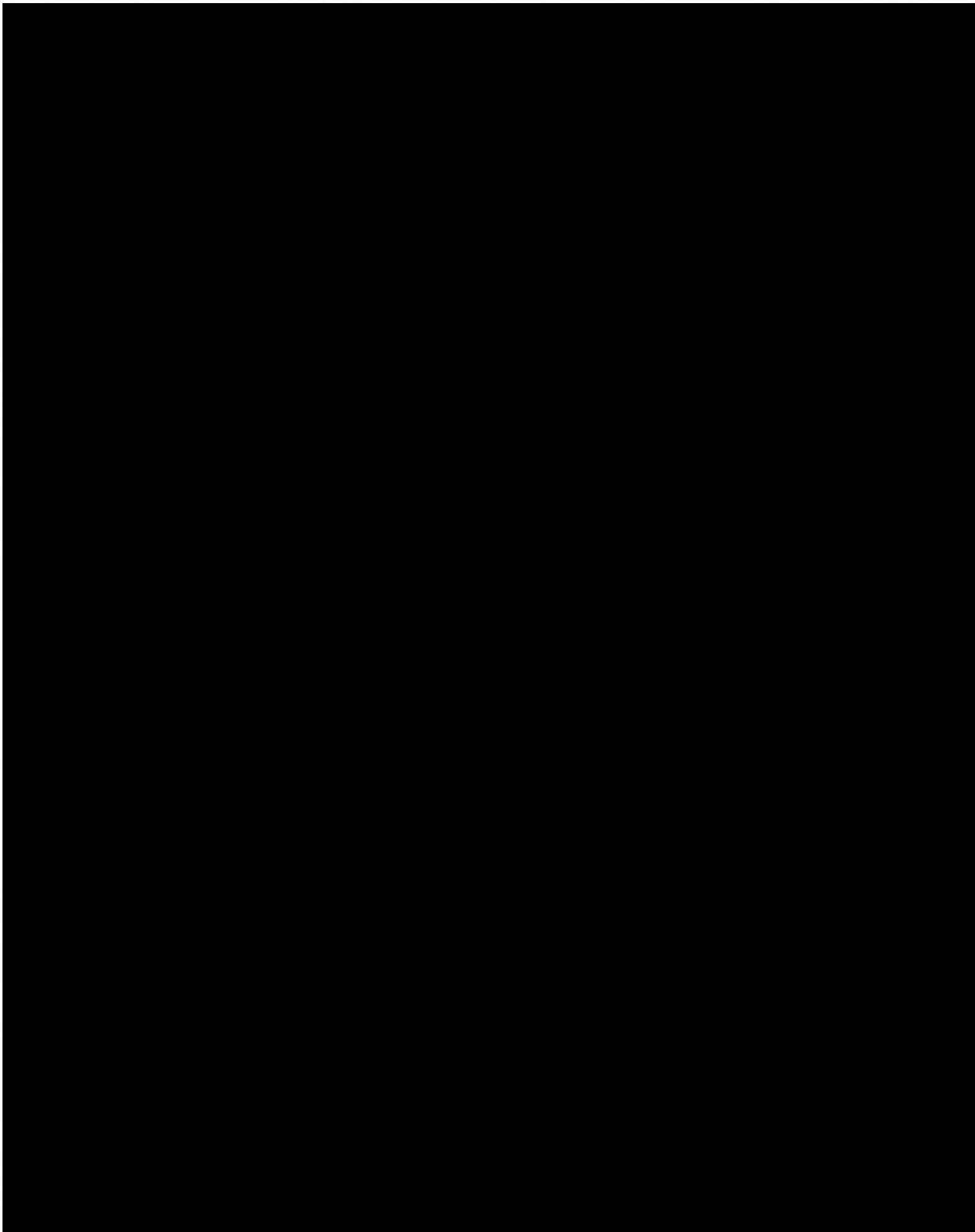


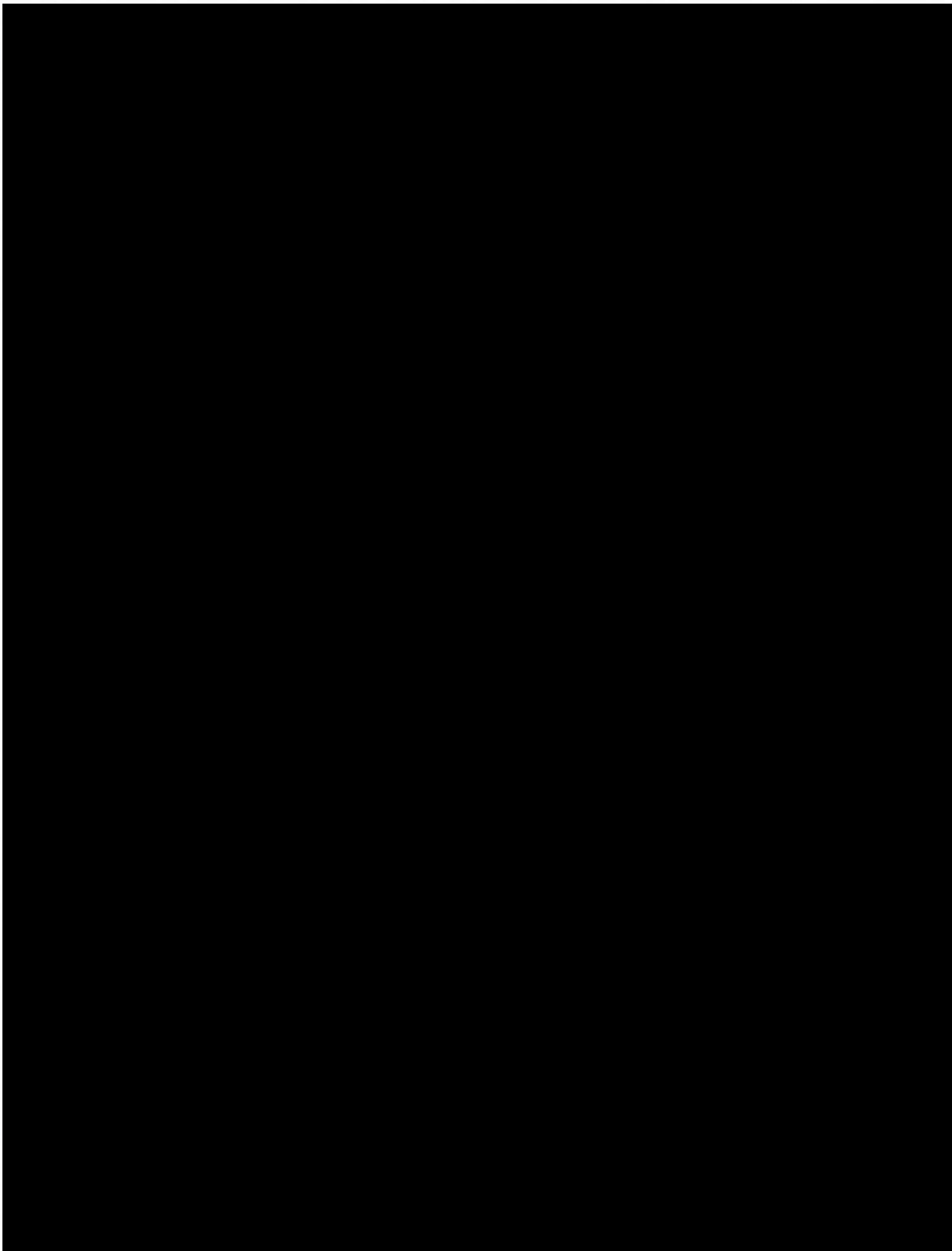


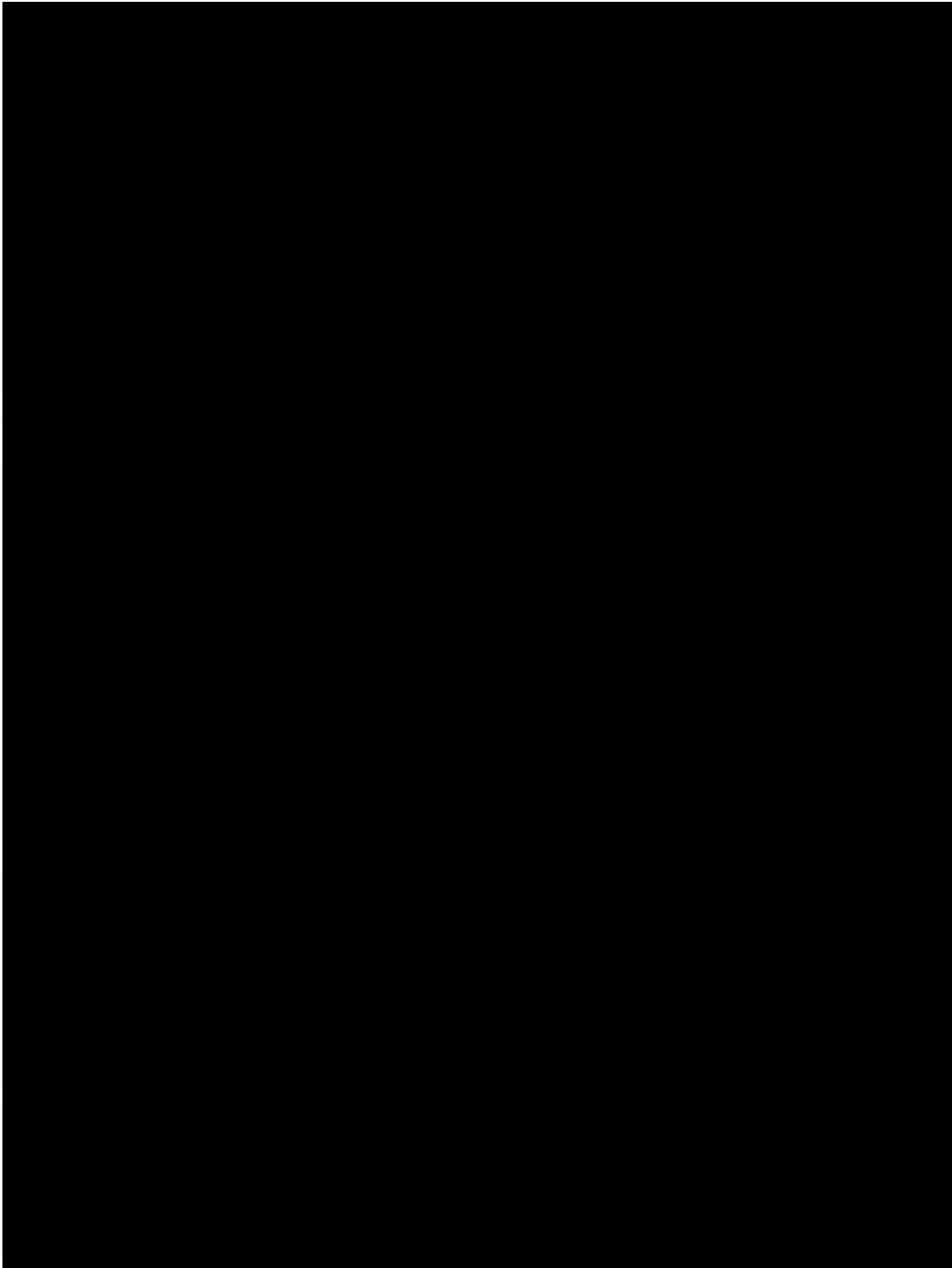


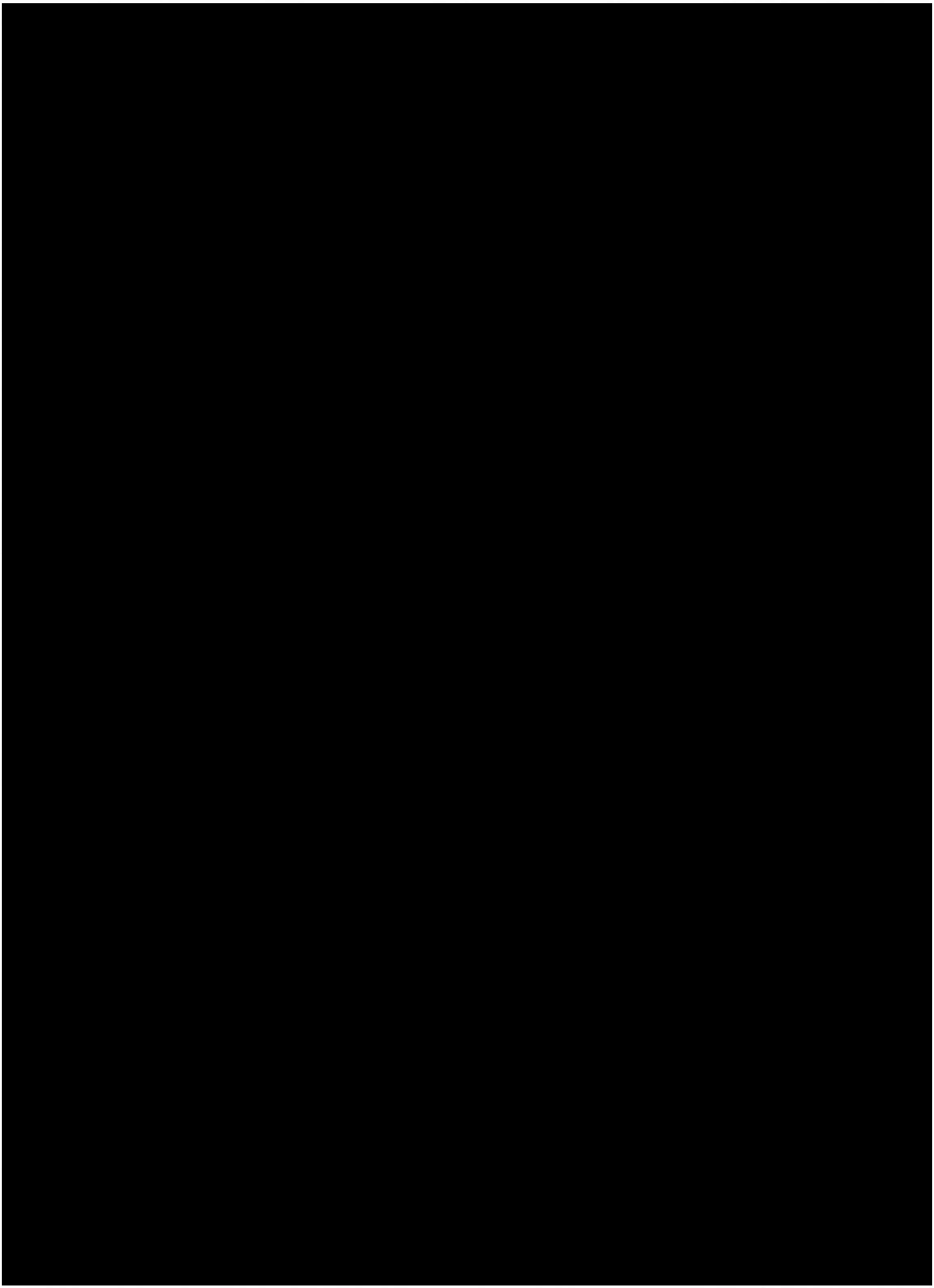
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the 1990s, the number of people in the UK who are employed in the public sector has increased from 10.5 million to 12.5 million, and the number of people in the public sector who are employed in health care has increased from 1.5 million to 2.5 million (Department of Health 2000).

There are a number of reasons for this increase. One of the main reasons is the increasing demand for health care services. The population of the UK is increasing, and the number of people who are aged 65 and over is increasing rapidly. This means that there are more people who need health care services, and the demand for these services is increasing.

Another reason for the increase in the number of people employed in the public sector is the increasing number of people who are employed in the public sector who are employed in health care. This is because the number of people who are employed in the public sector who are employed in health care is increasing rapidly. This is because the number of people who are employed in the public sector who are employed in health care is increasing rapidly.

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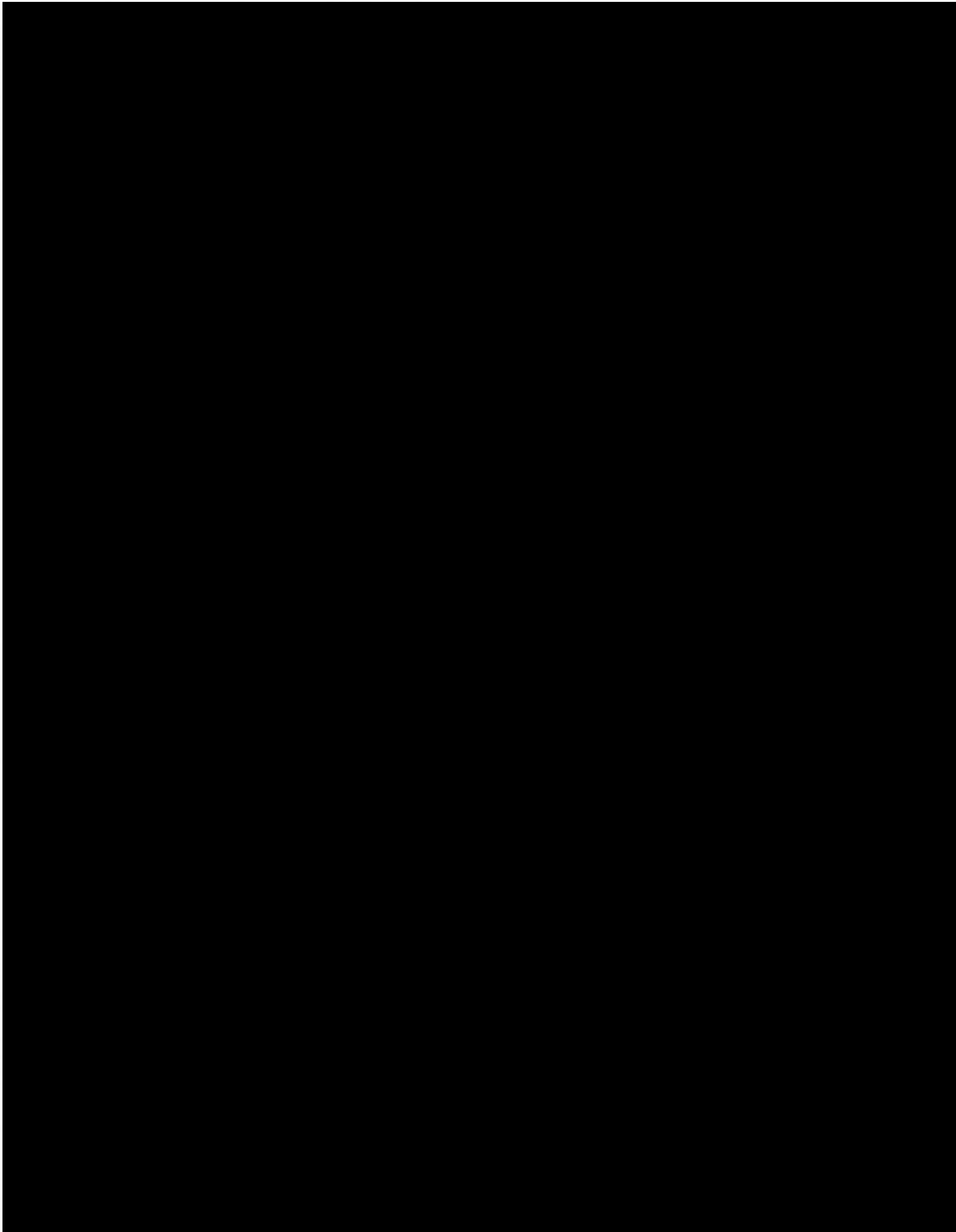
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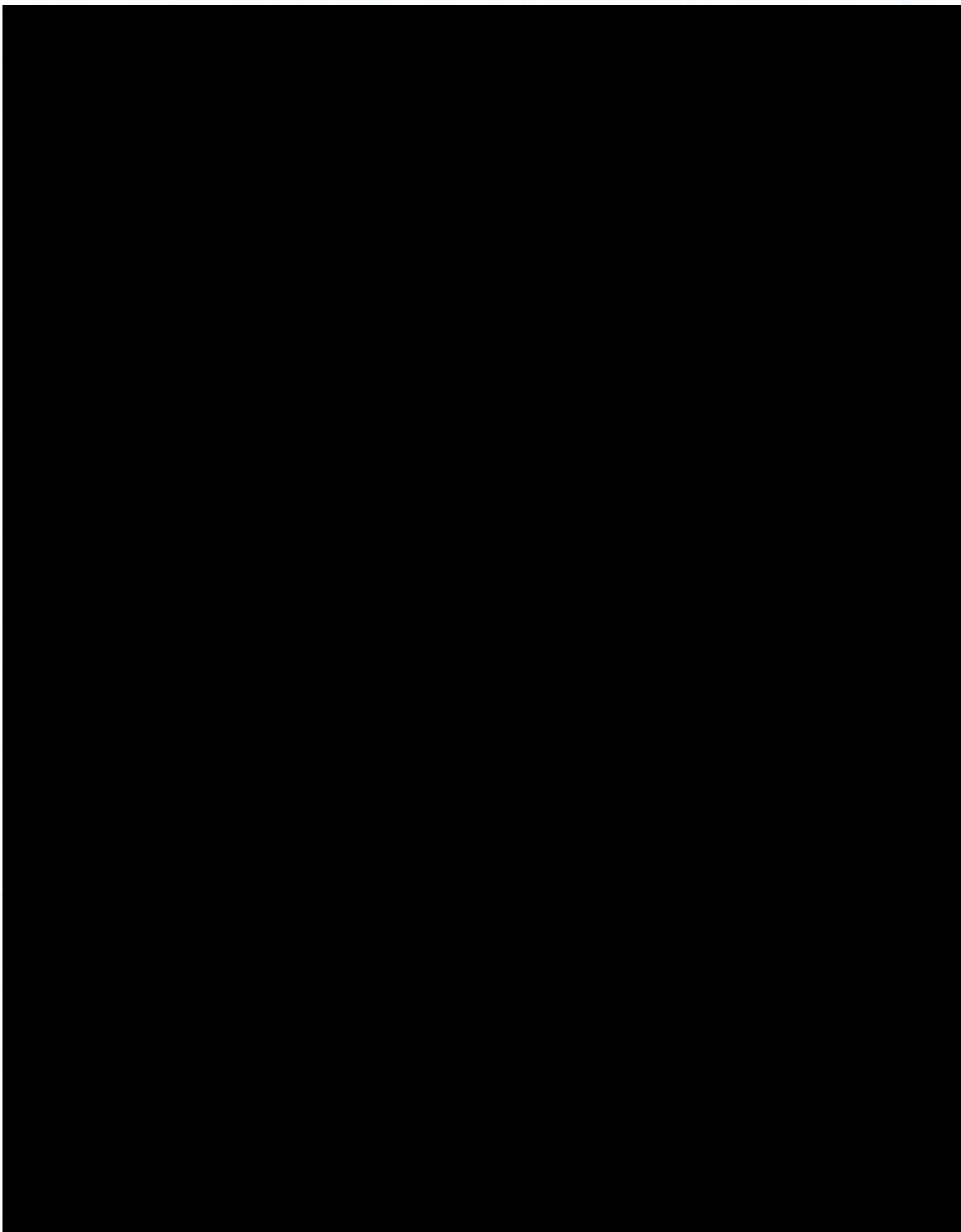
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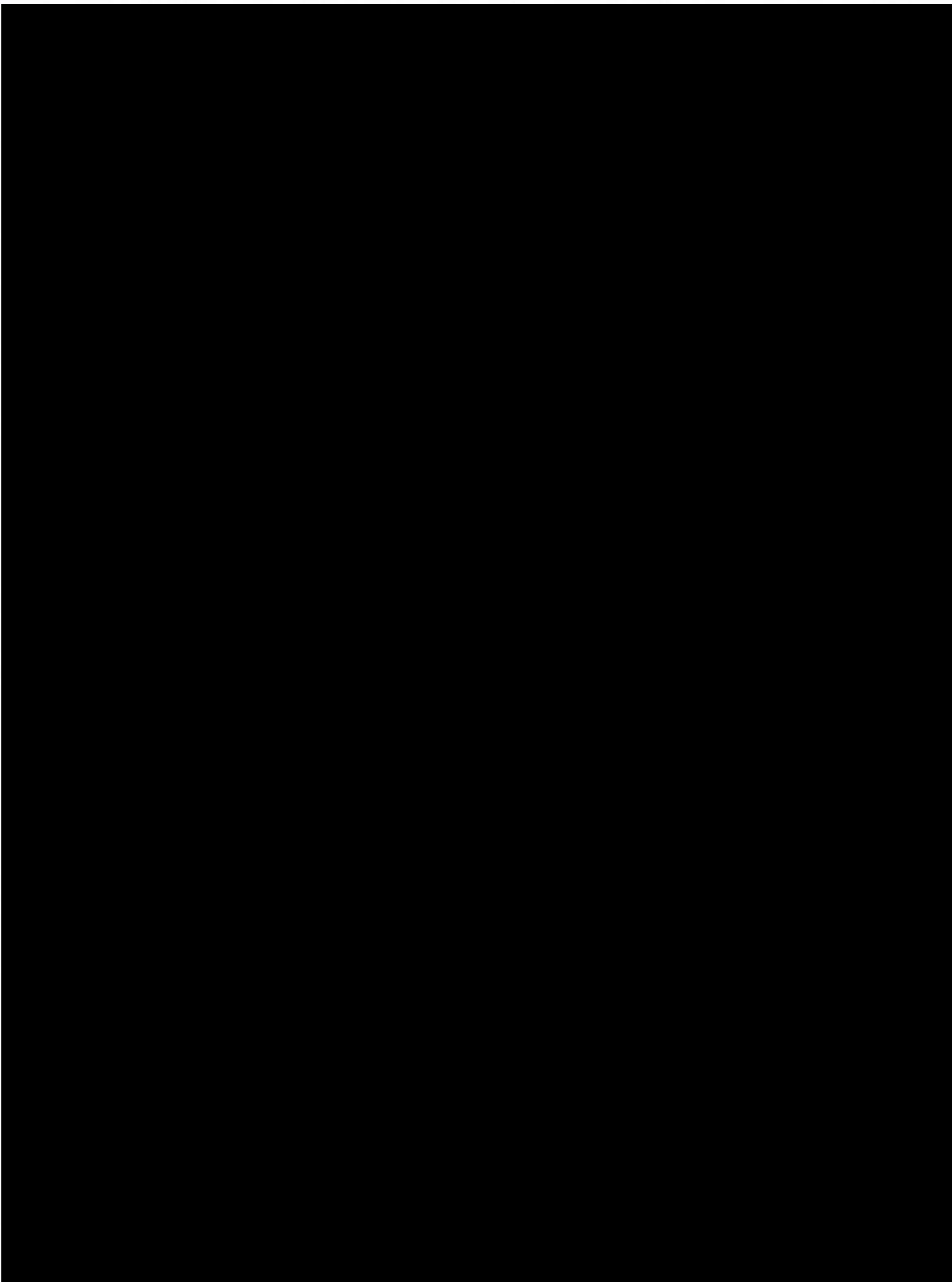
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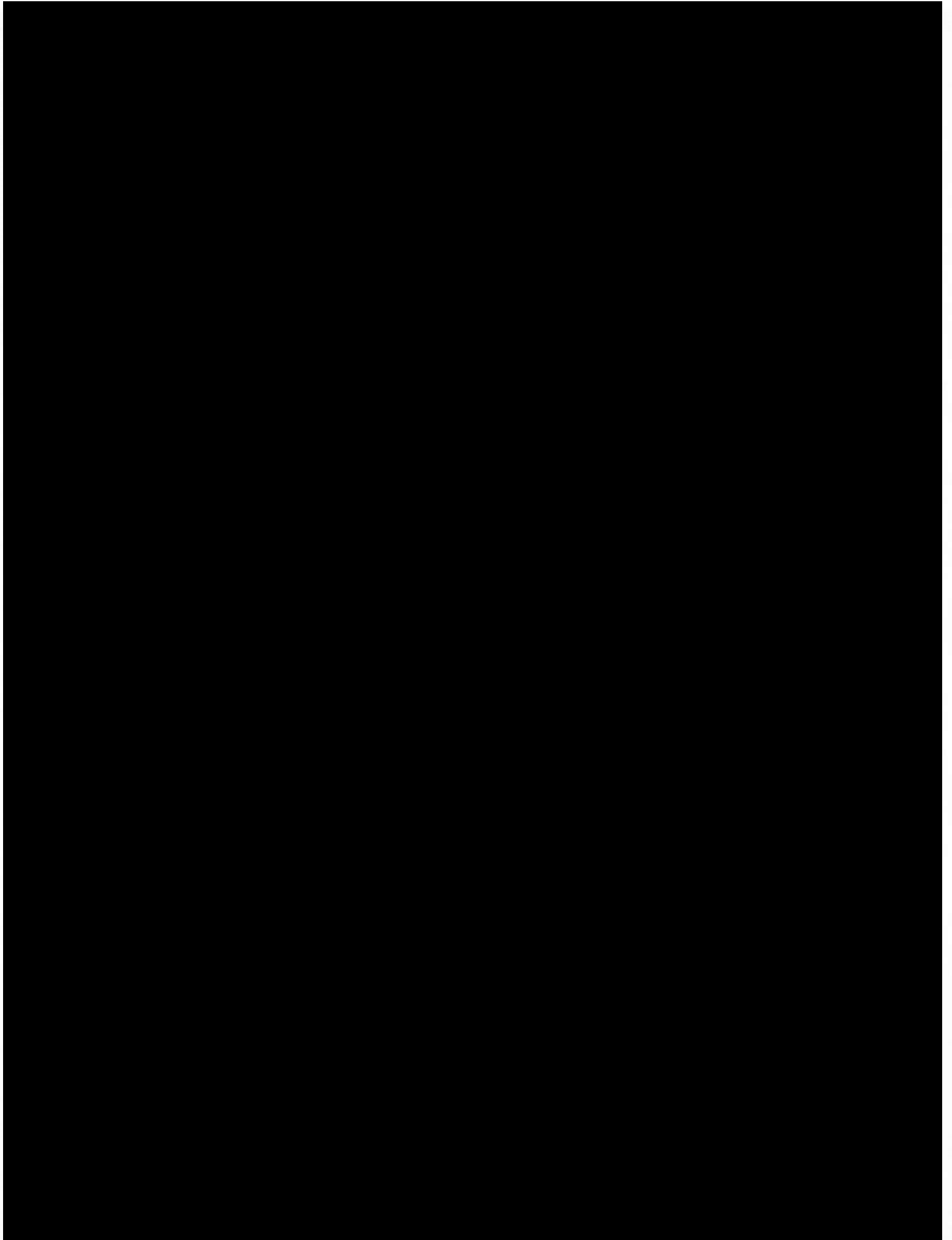
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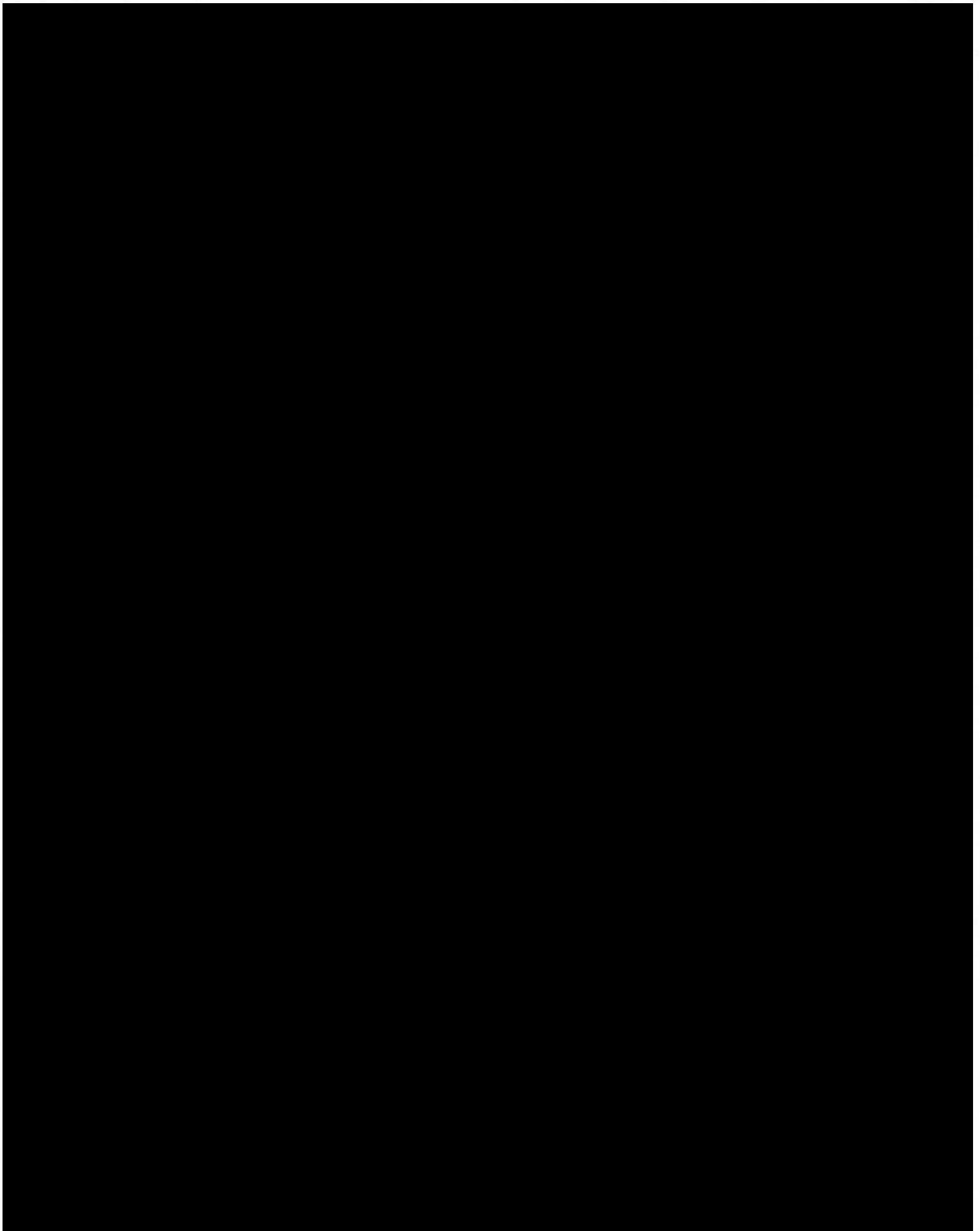
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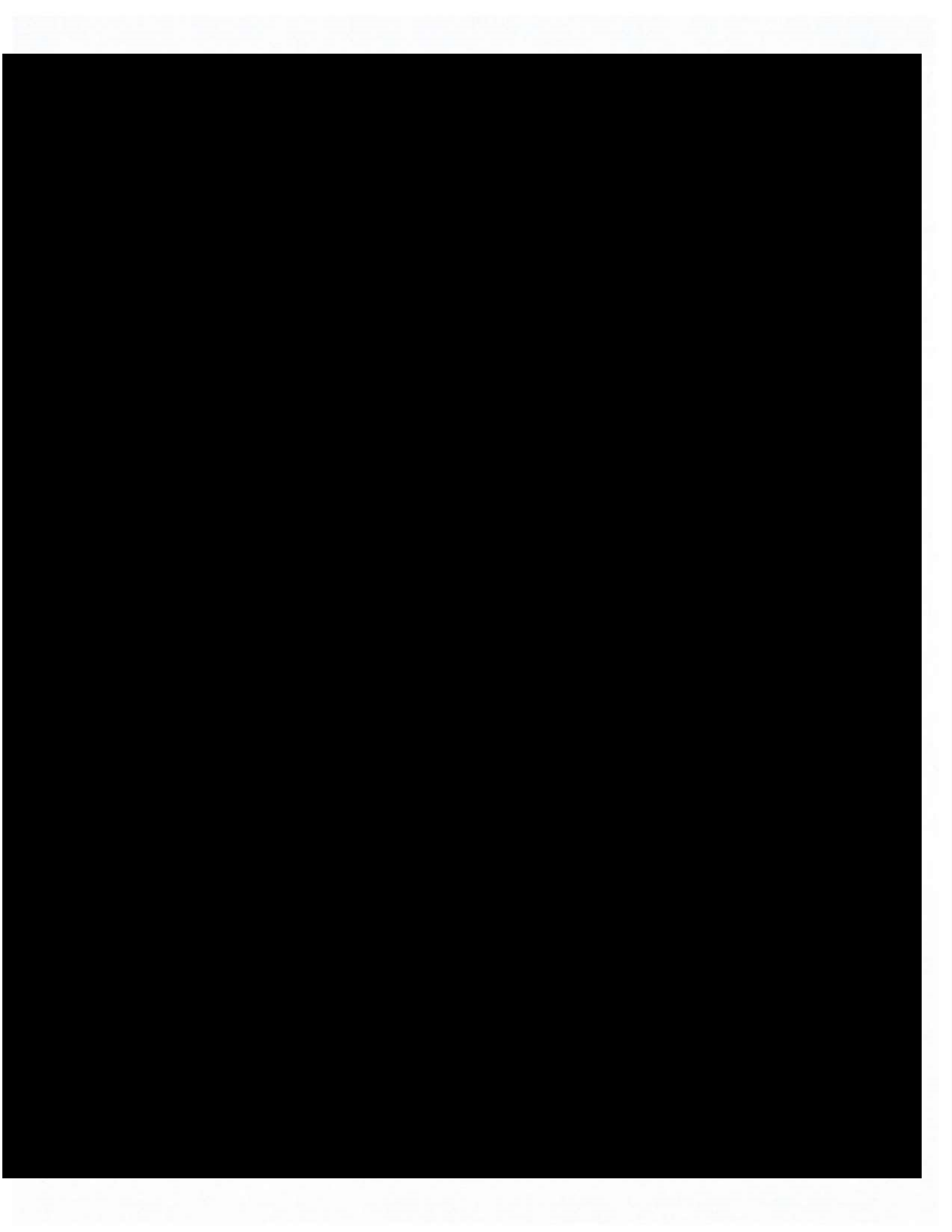


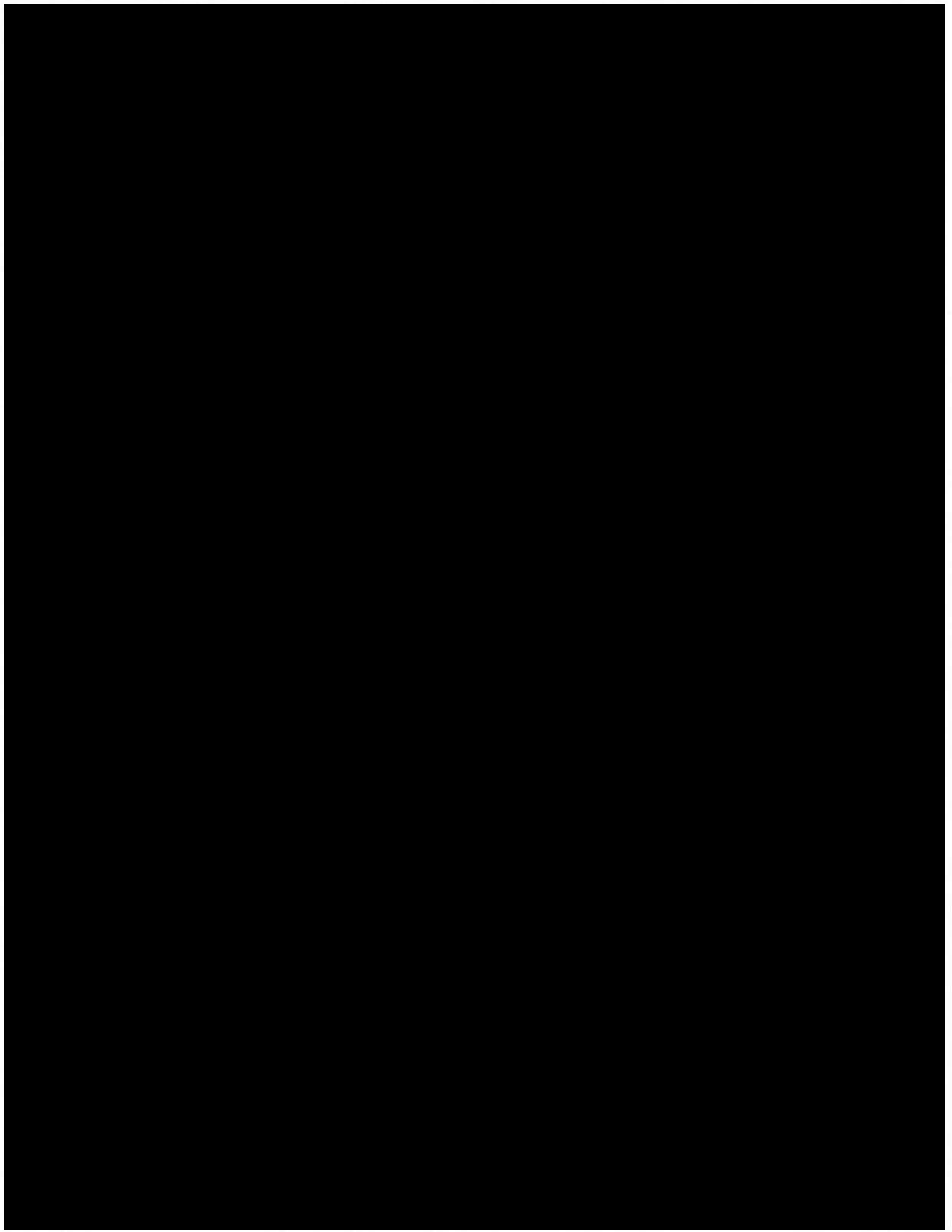


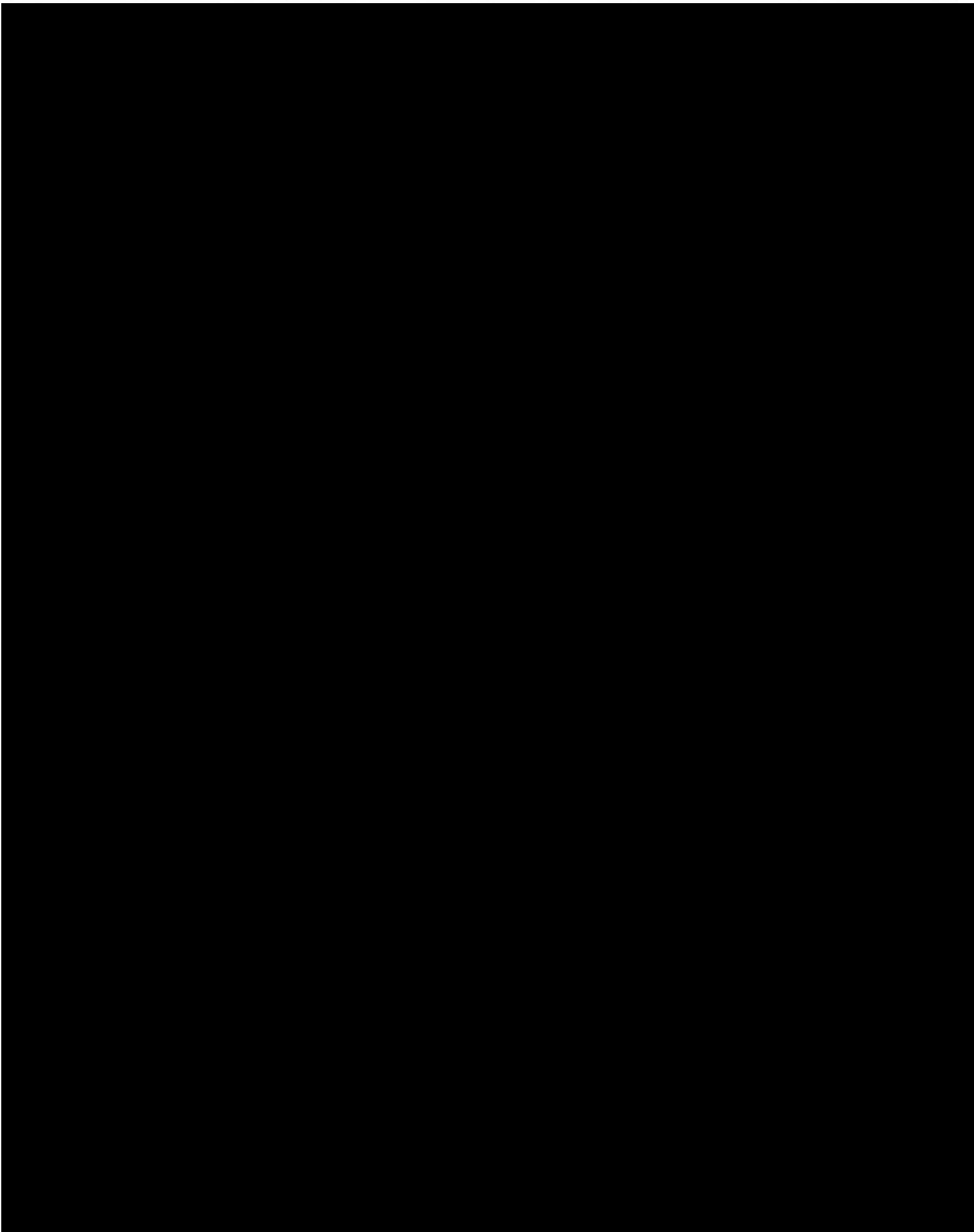


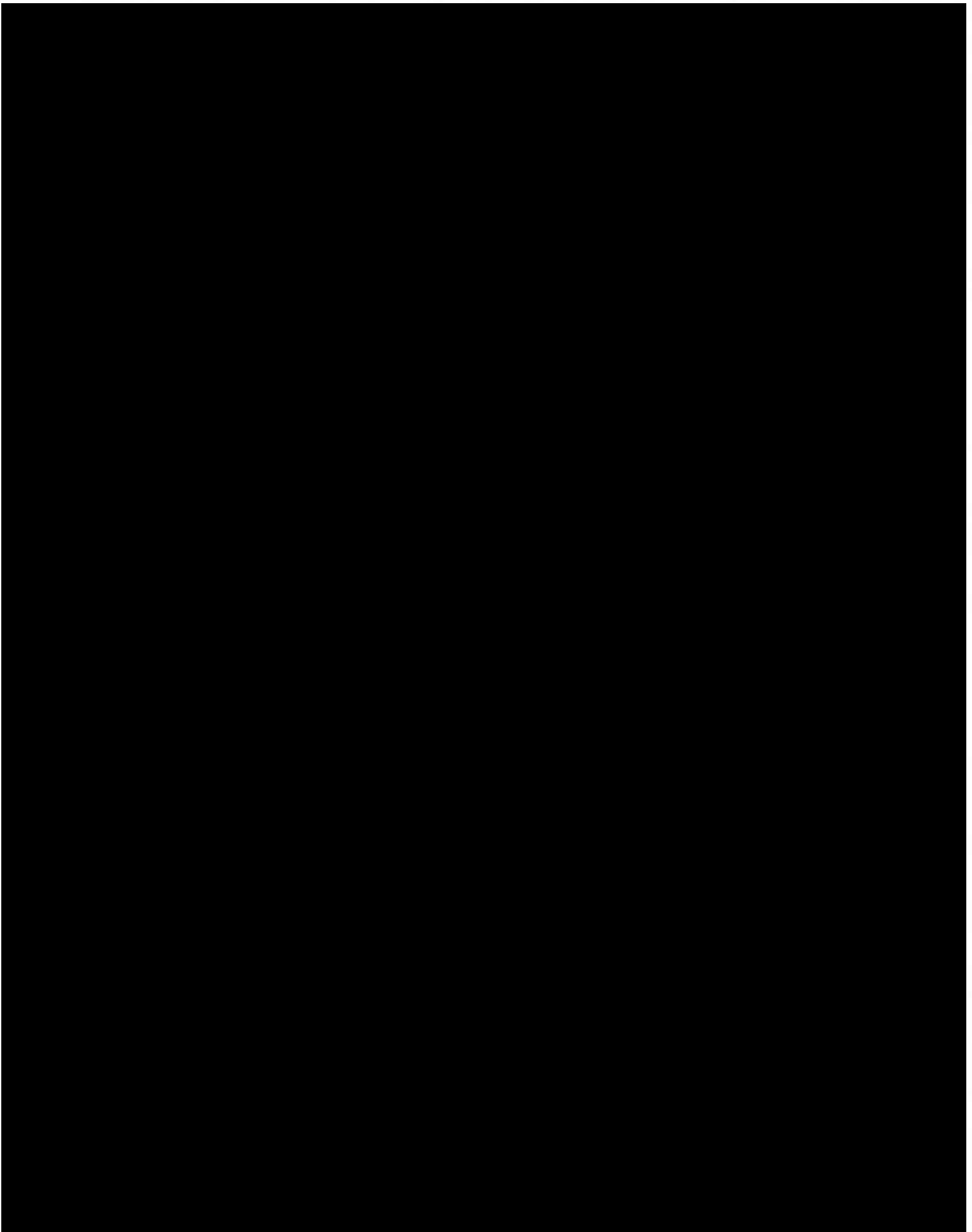


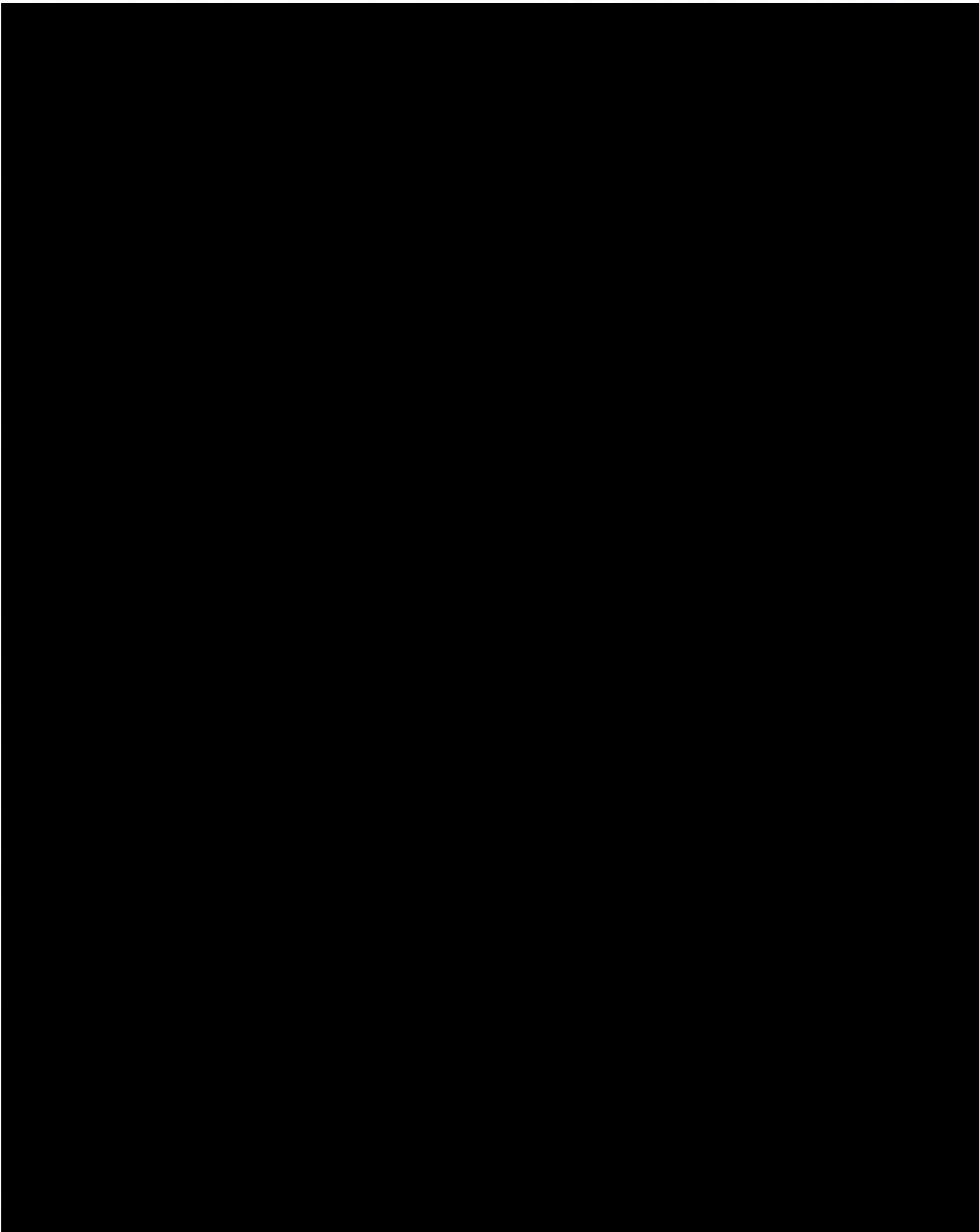


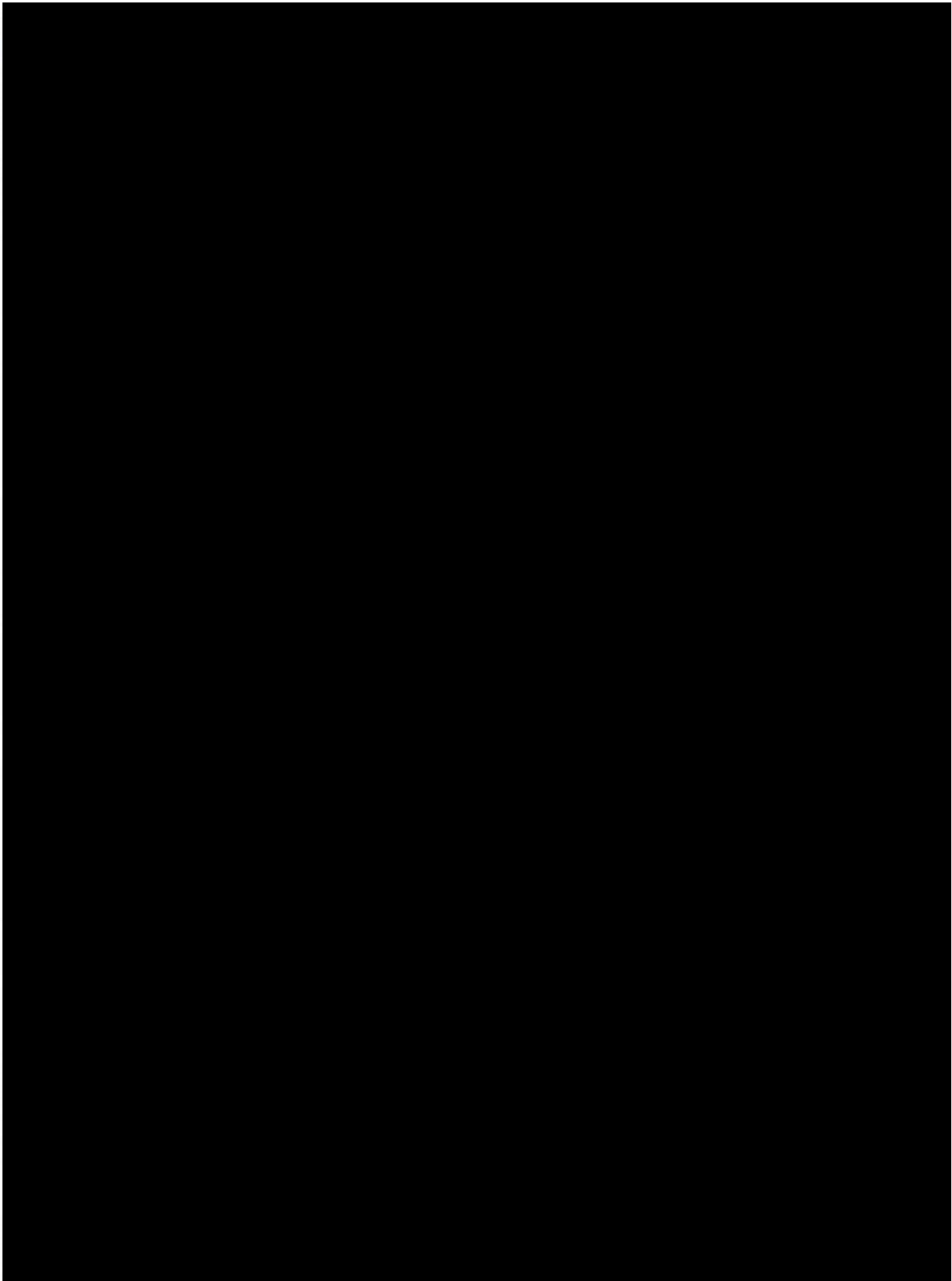


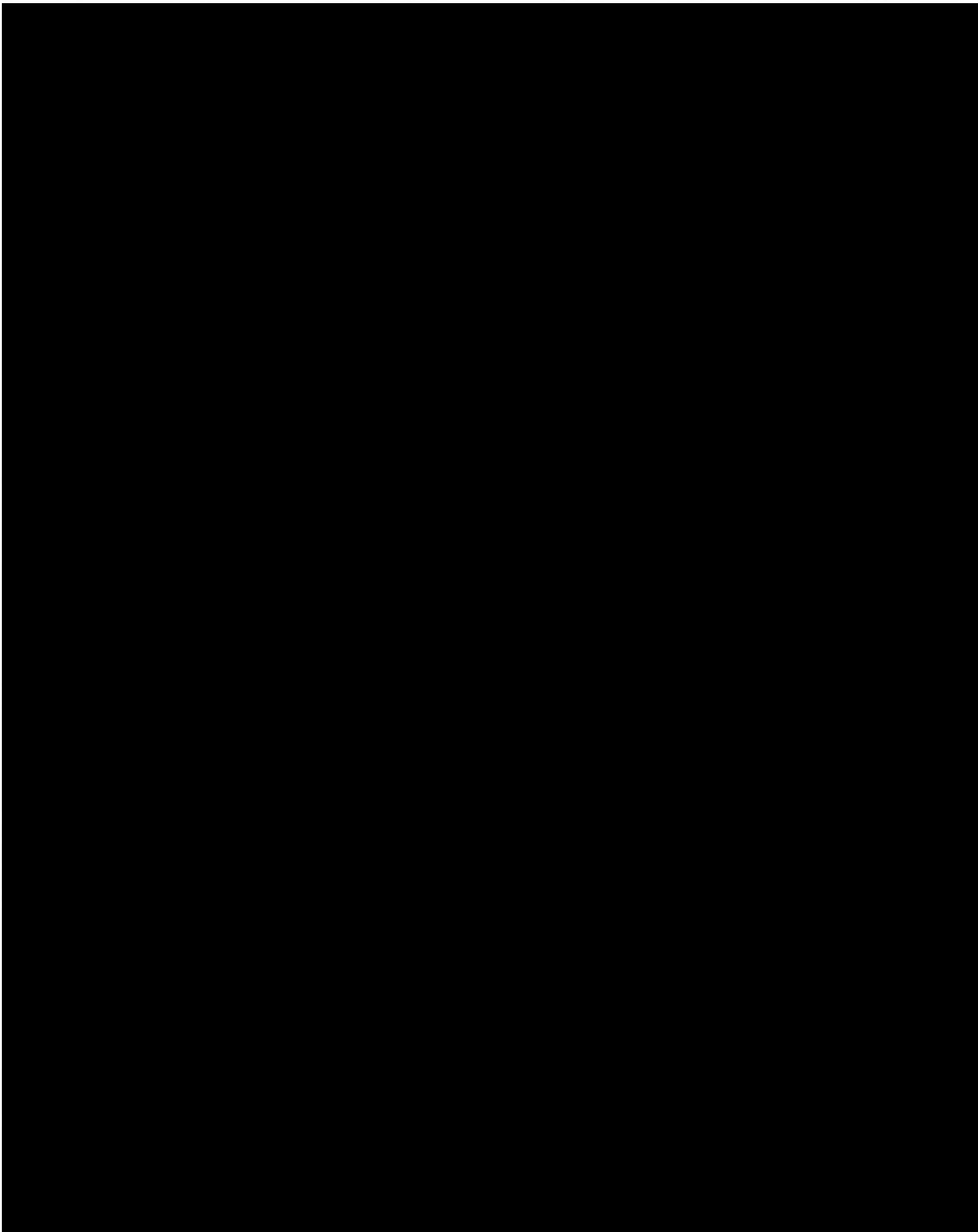


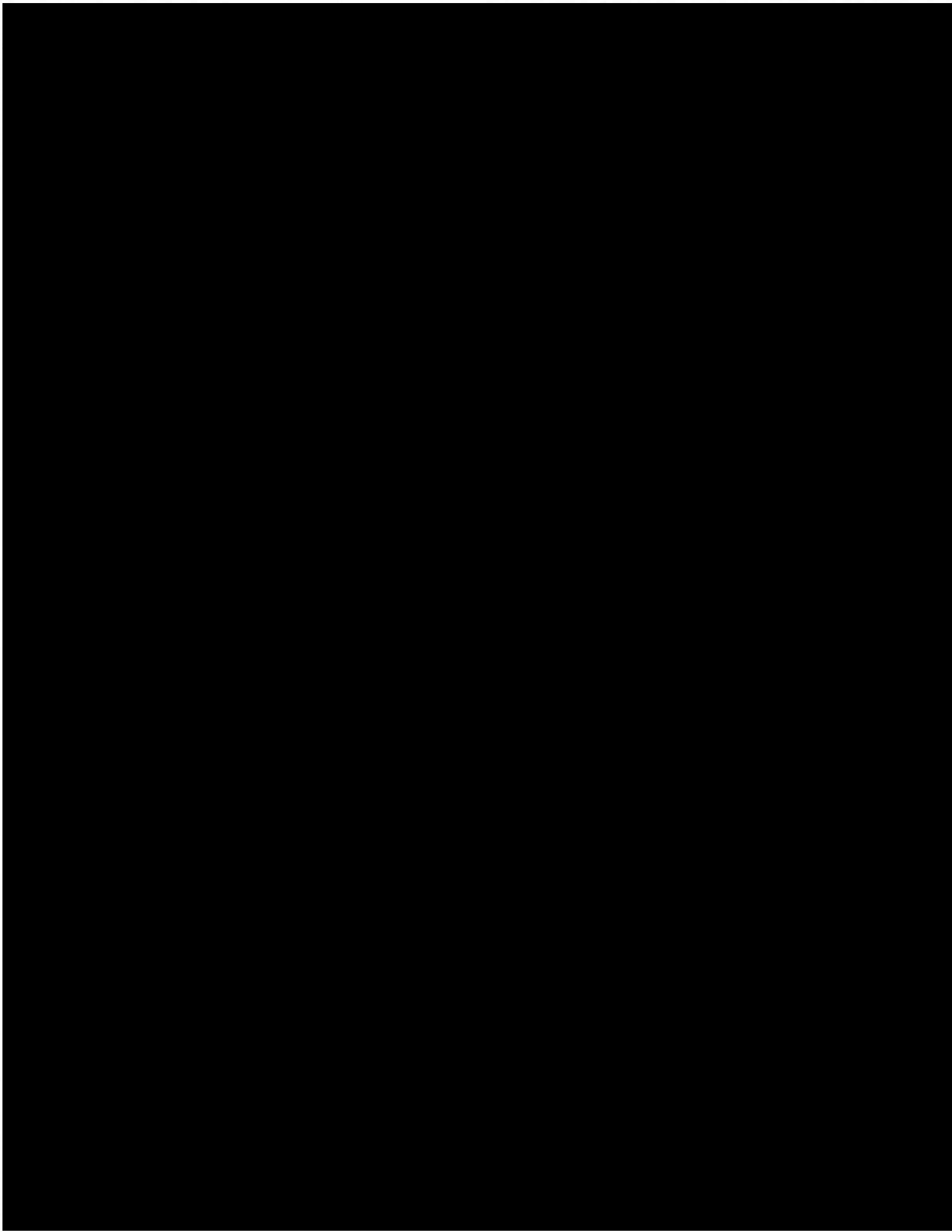


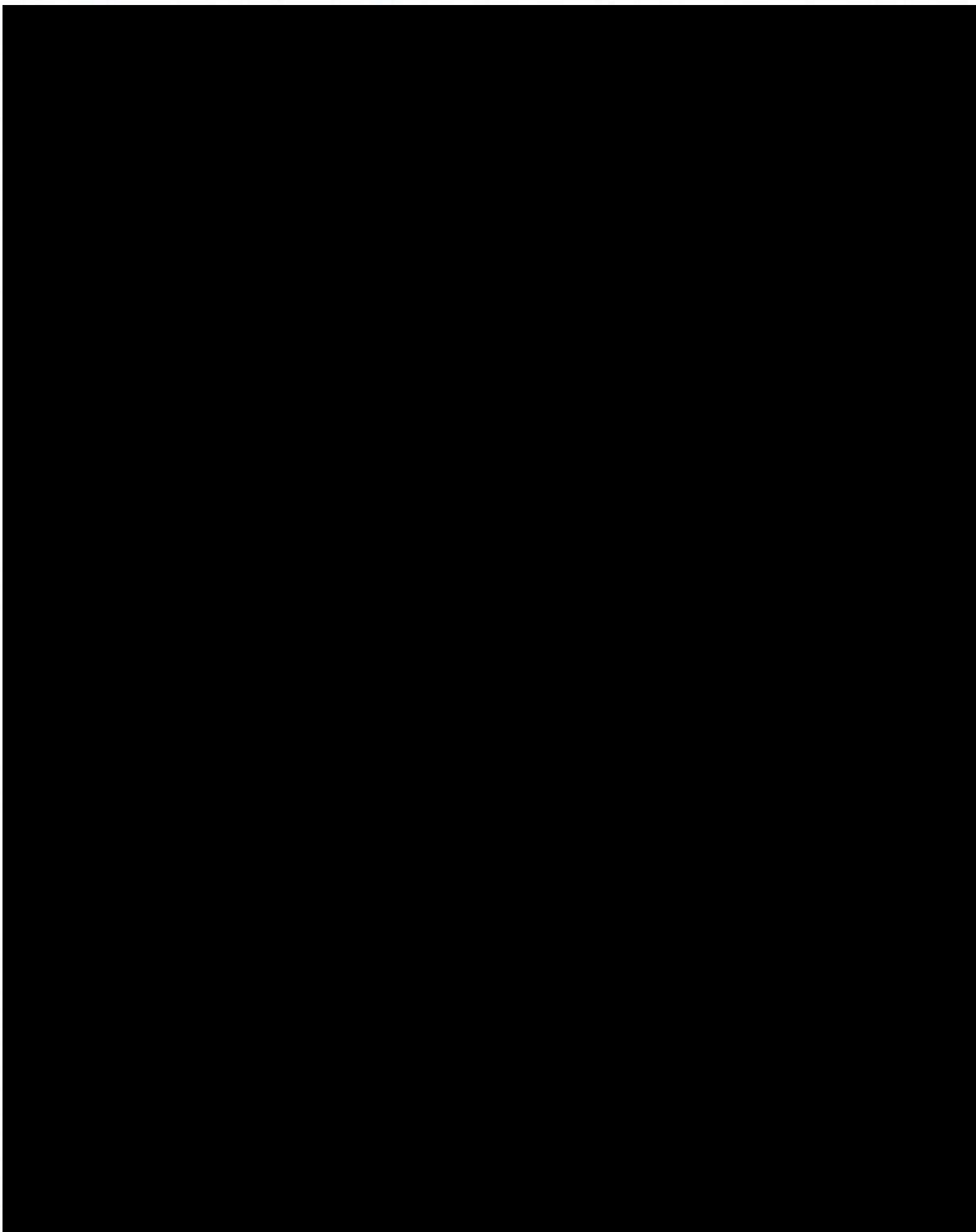


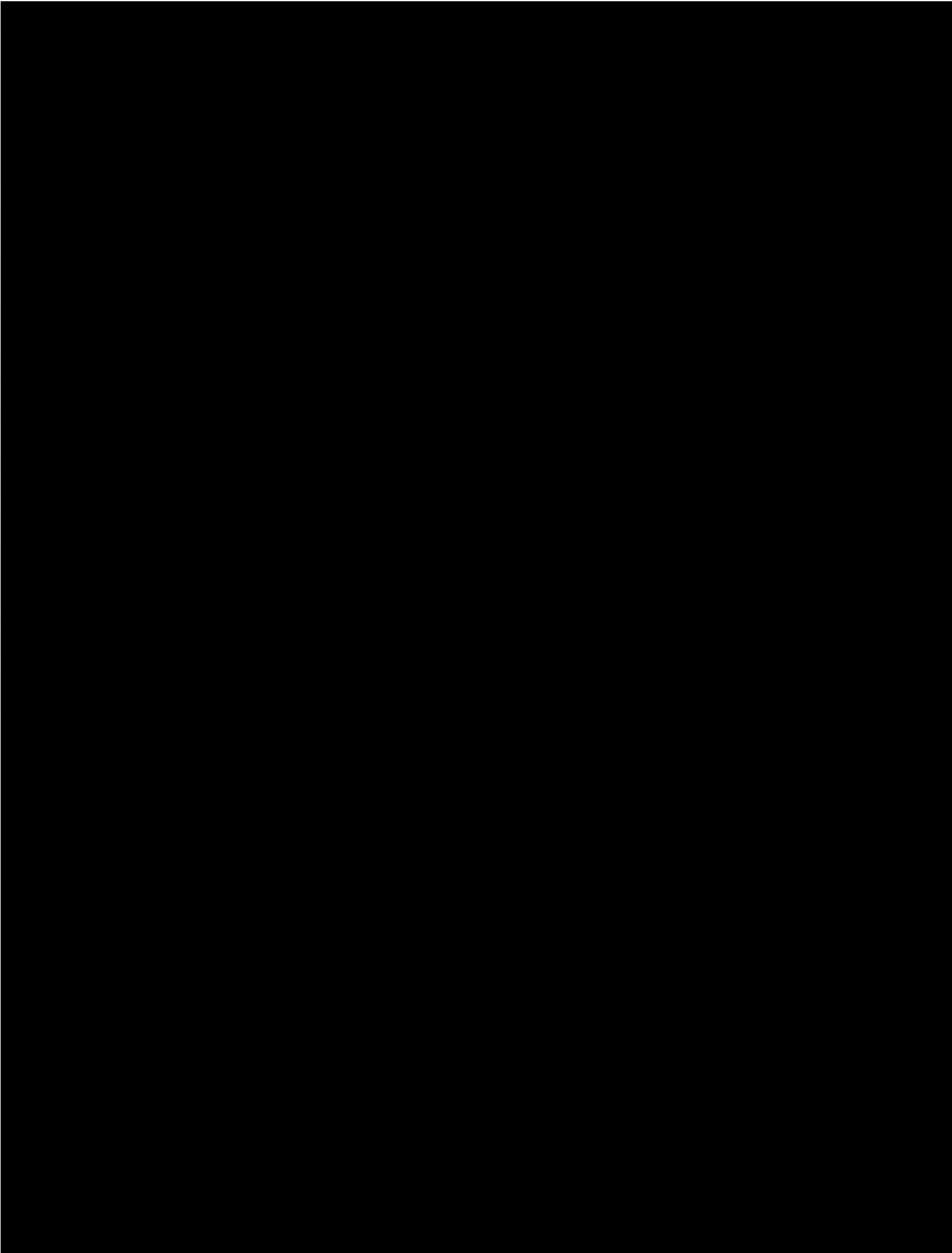


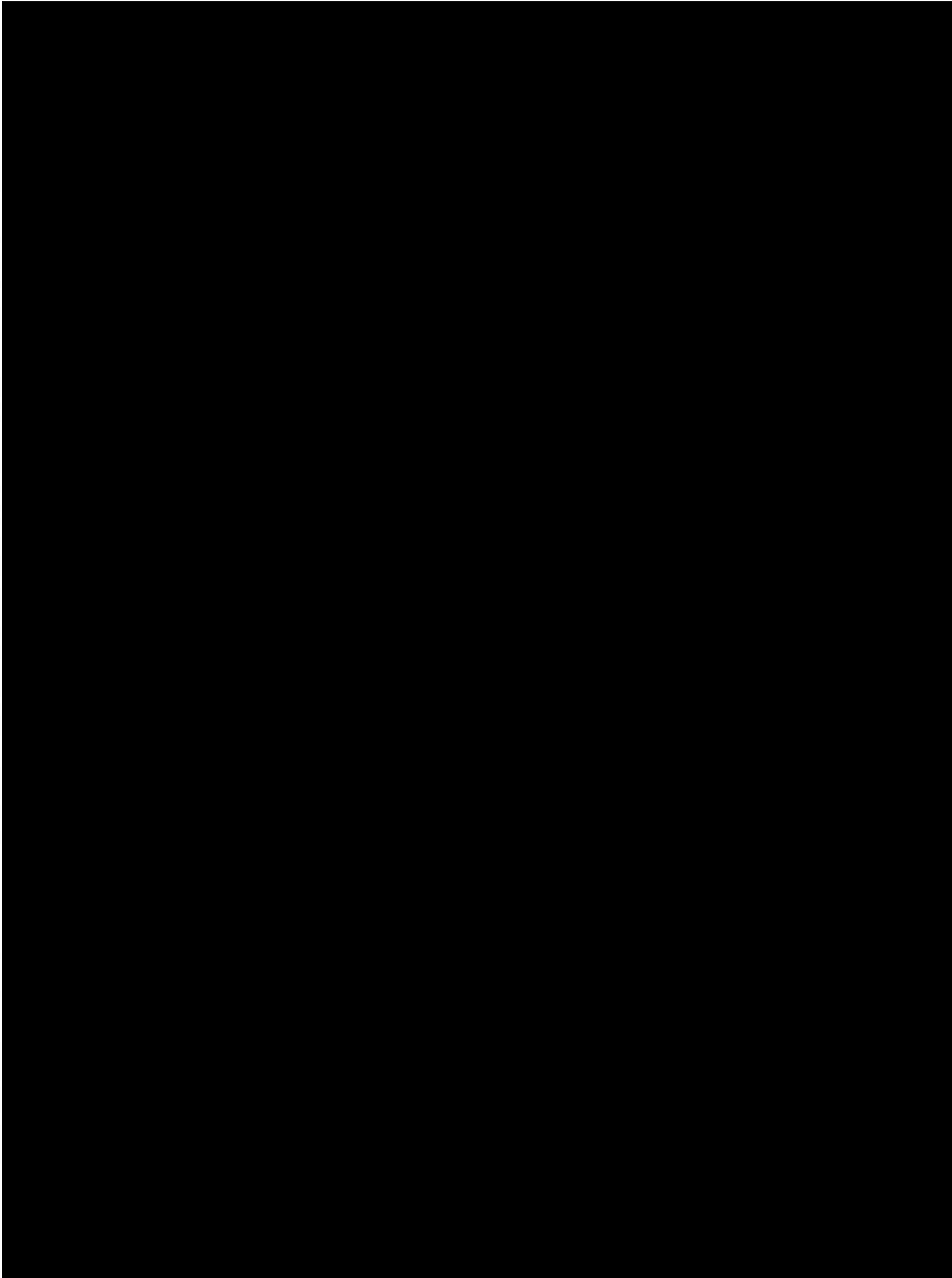


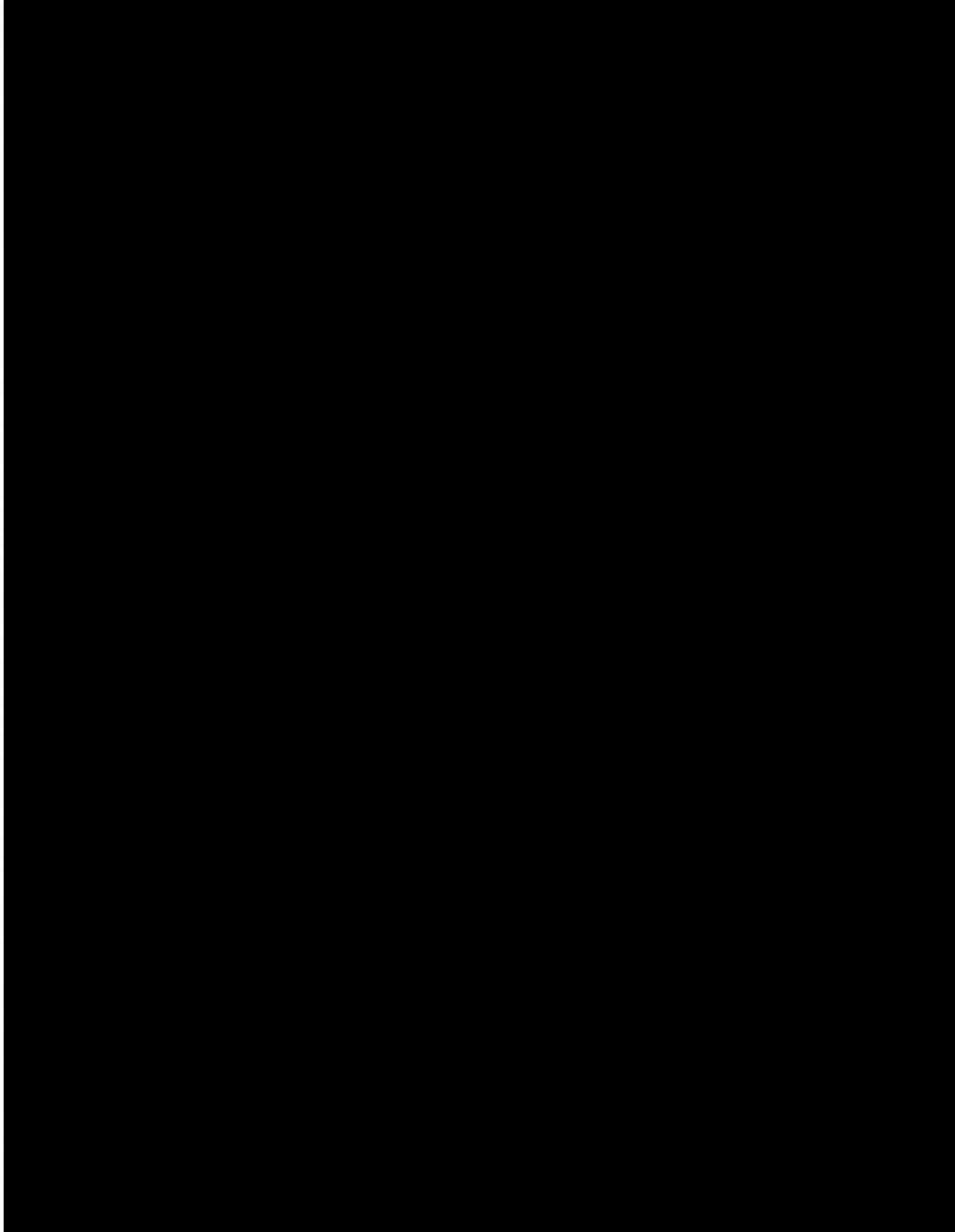


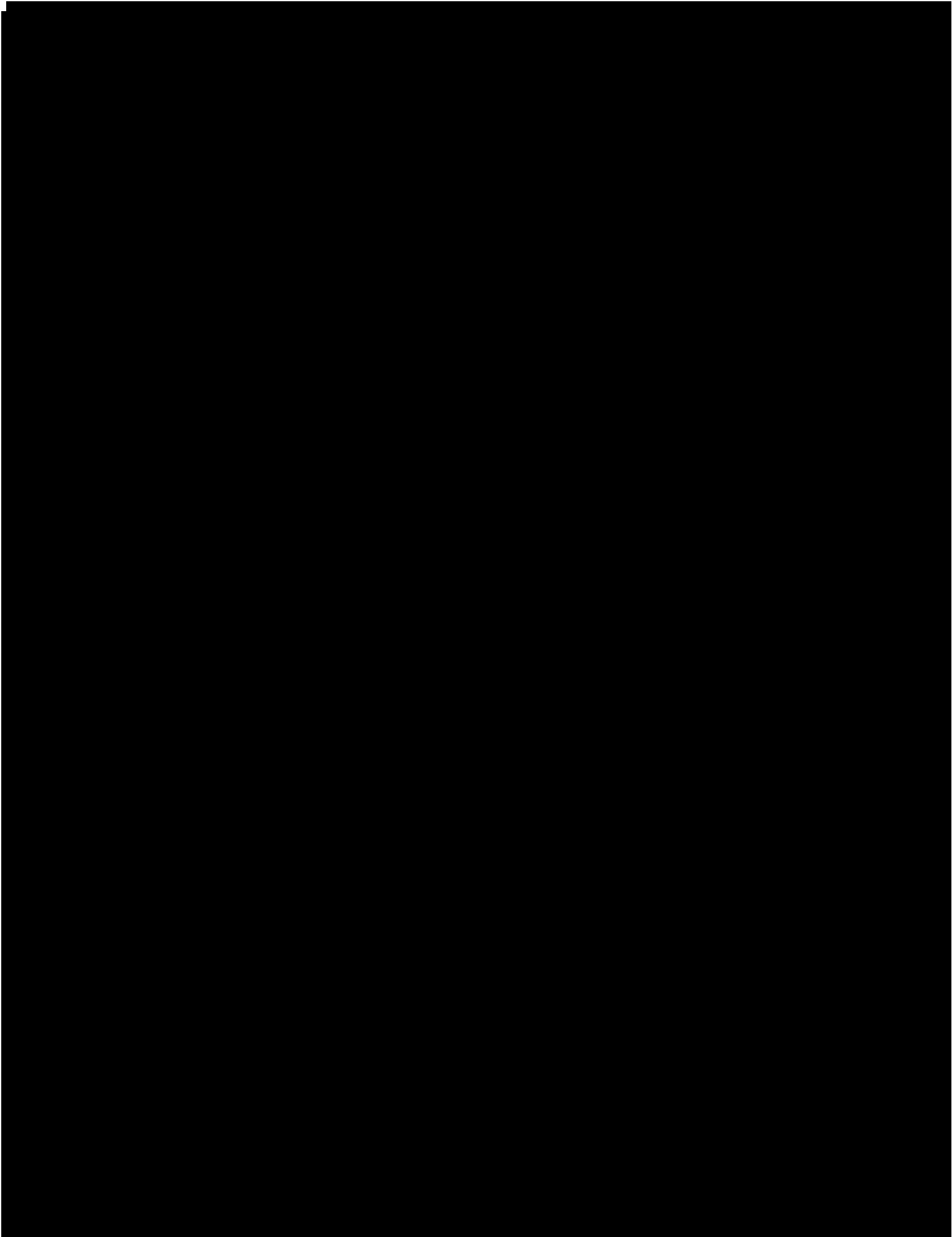












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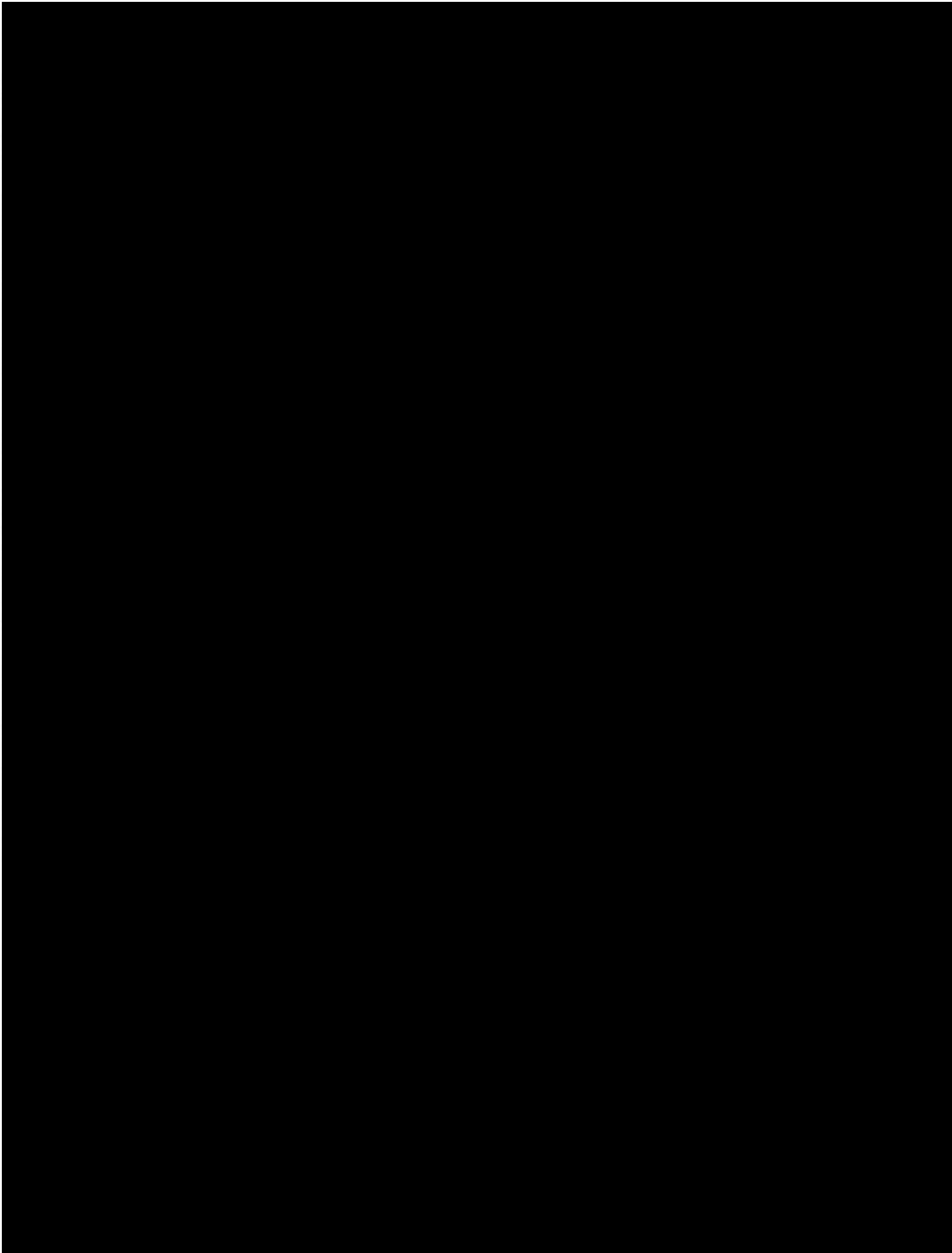
The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every sale, purchase, and payment must be properly documented to ensure the integrity of the financial statements. This includes recording the date, amount, and purpose of each transaction.

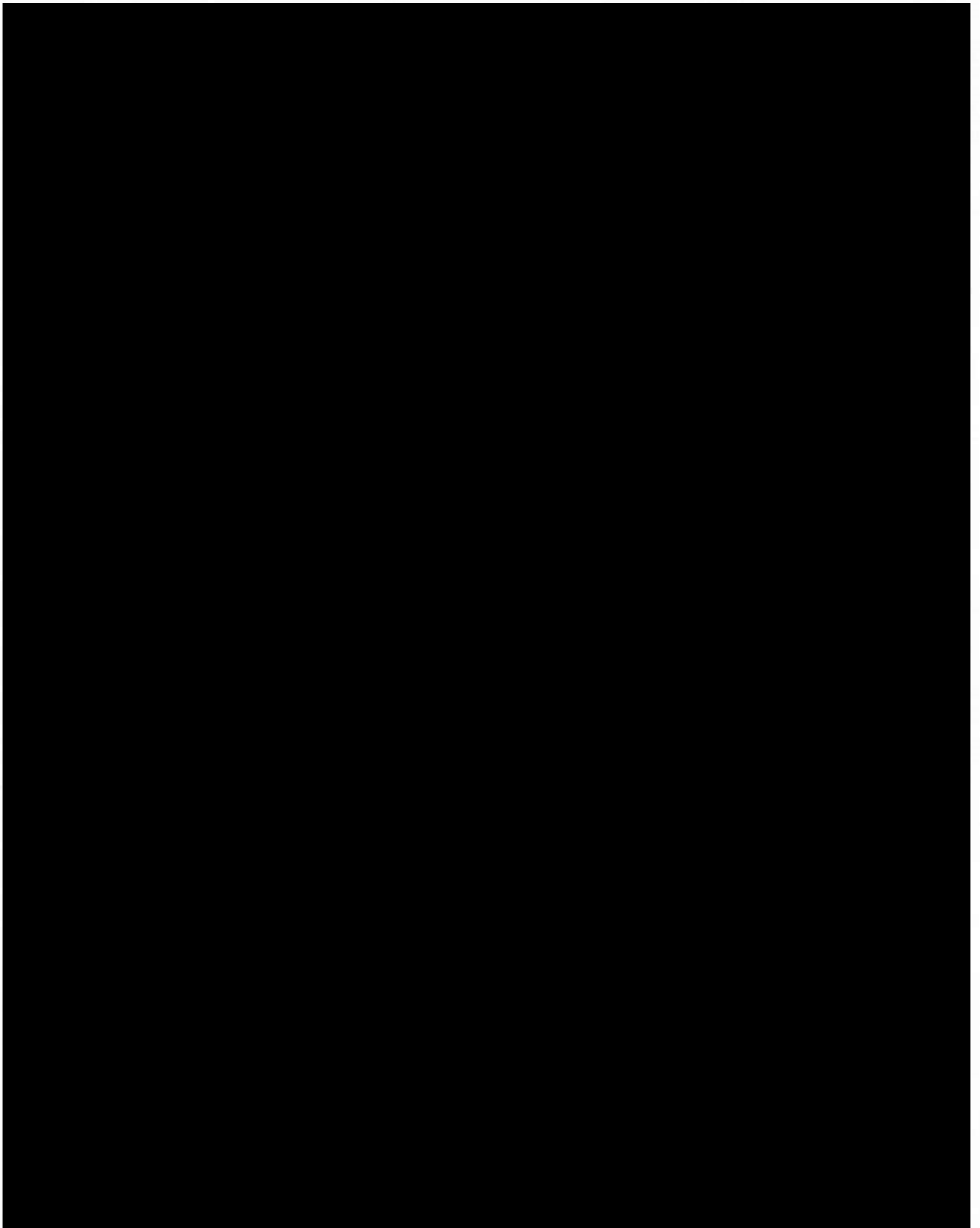
Secondly, the document highlights the need for regular reconciliation of bank accounts. By comparing the company's records with the bank statements, any discrepancies can be identified and corrected promptly. This process helps to prevent errors and ensures that the cash balance is always up-to-date.

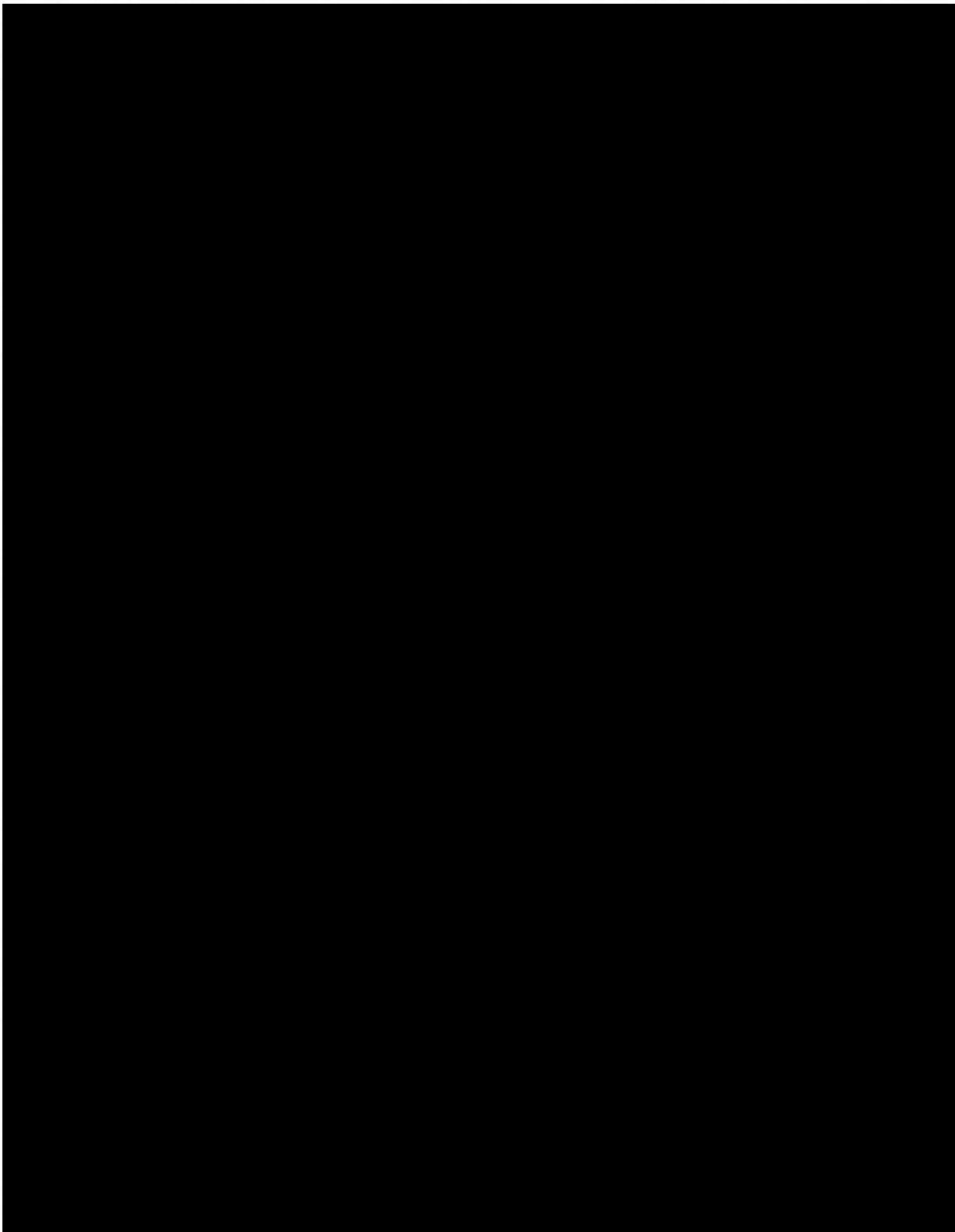
Another key aspect is the proper classification of expenses. It is crucial to distinguish between personal and business expenses to avoid any tax implications. Business expenses should be clearly identified and supported by receipts or invoices.

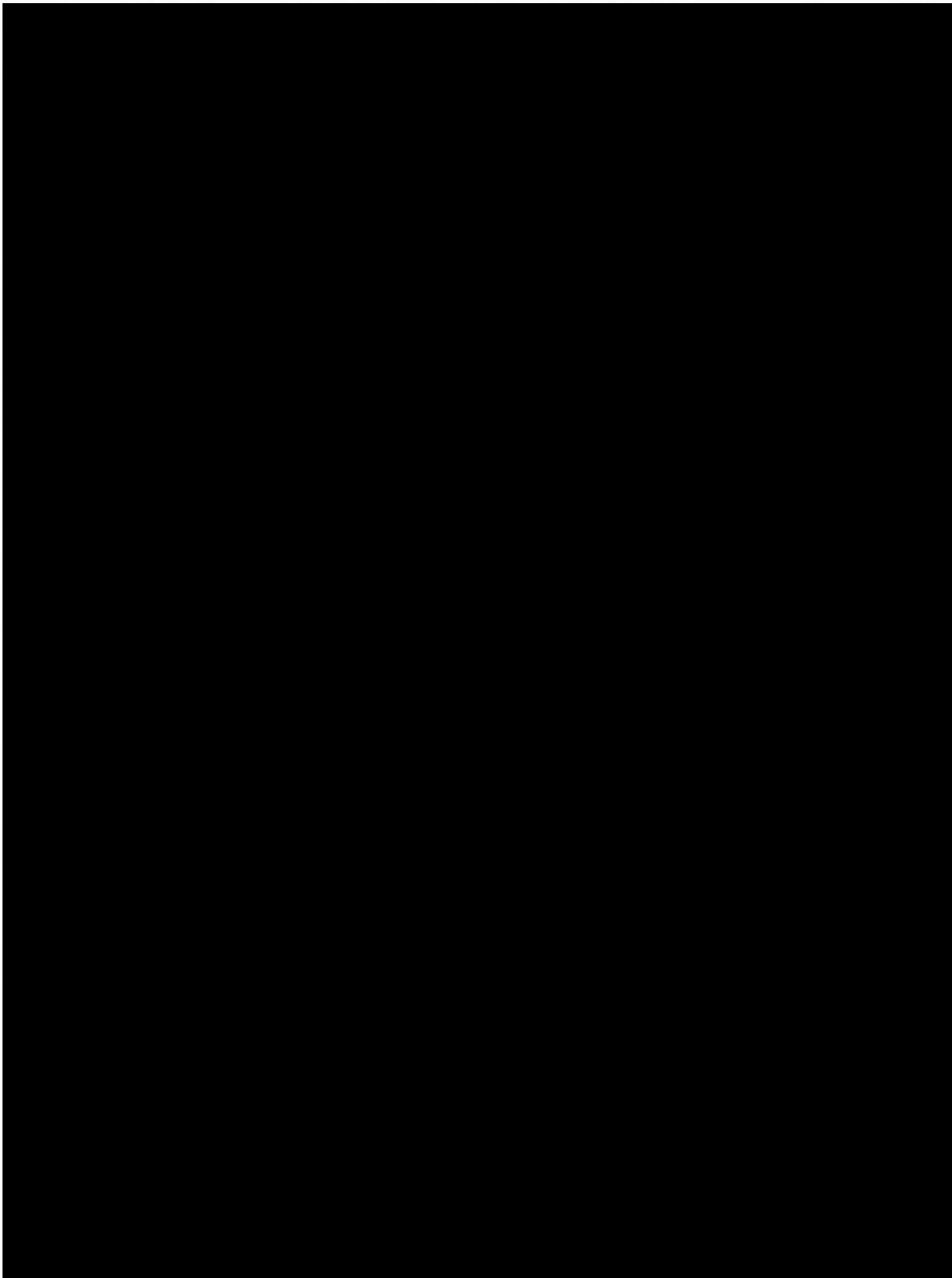
The document also addresses the importance of timely payment of bills and taxes. Delaying payments can lead to penalties and interest charges, which can significantly impact the company's cash flow. Regularly reviewing the accounts payable and tax obligations is essential for maintaining good financial health.

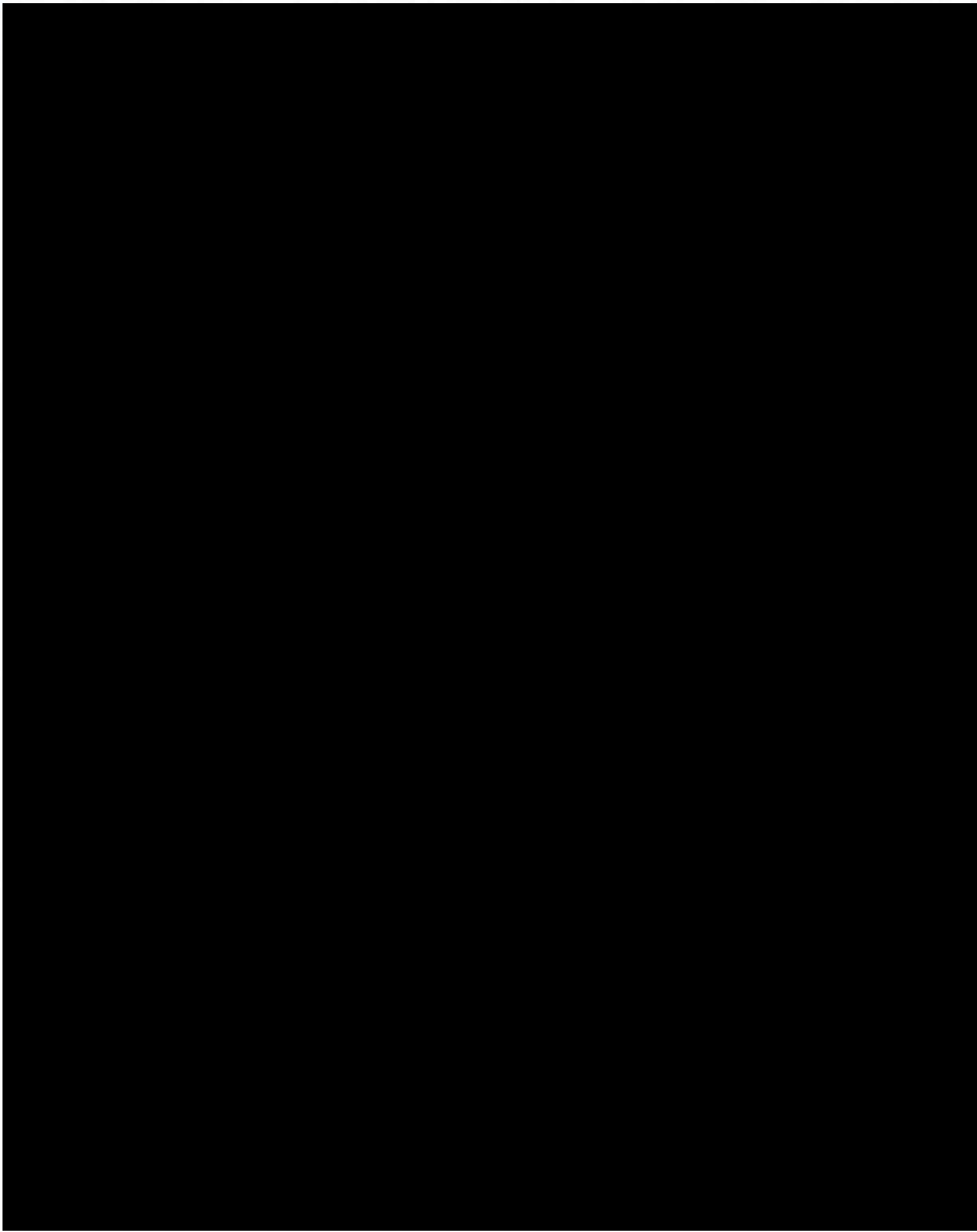
Finally, the document stresses the value of professional advice. Consulting with an accountant or financial advisor can provide valuable insights and ensure that the company's financial practices are in compliance with all relevant laws and regulations.

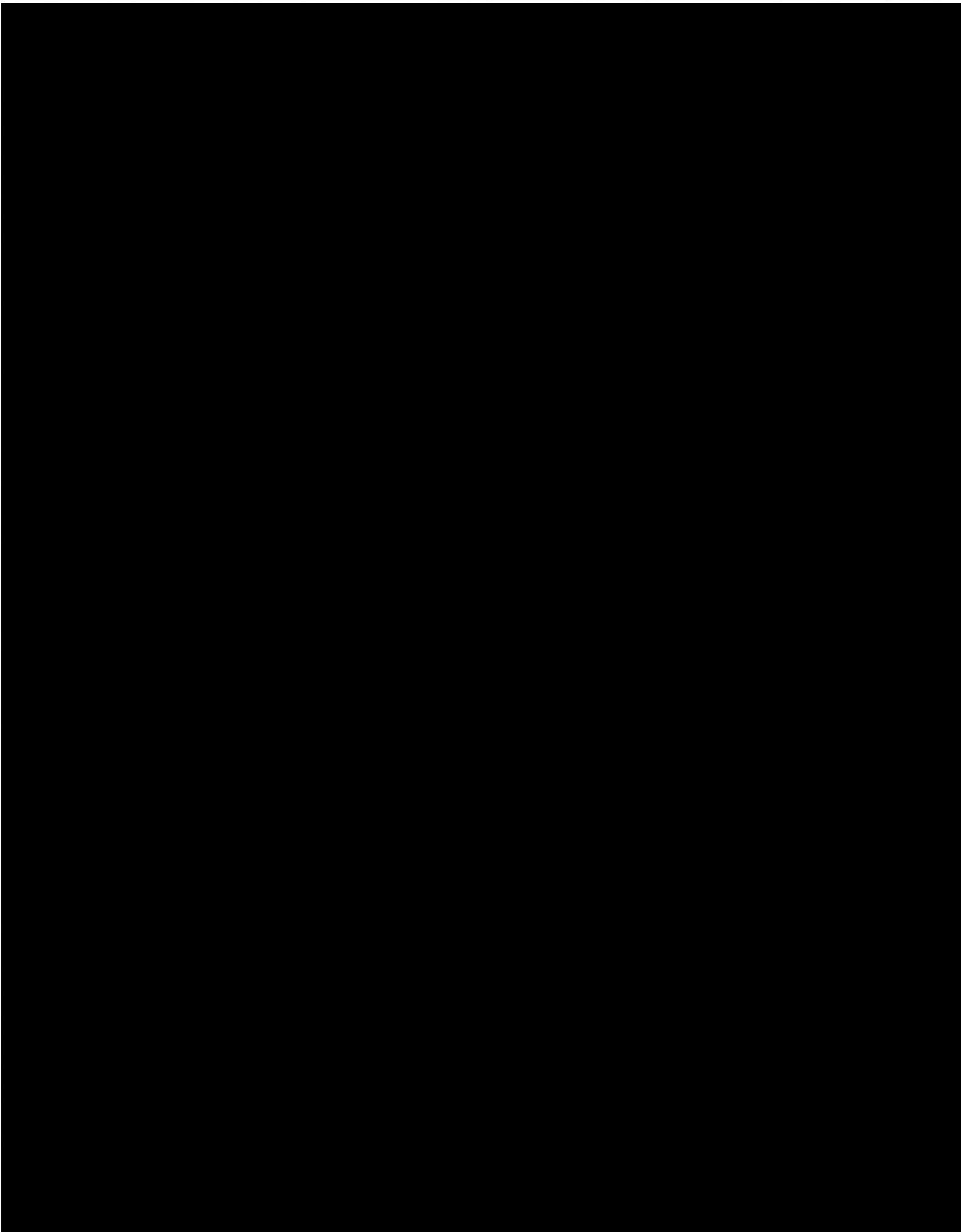


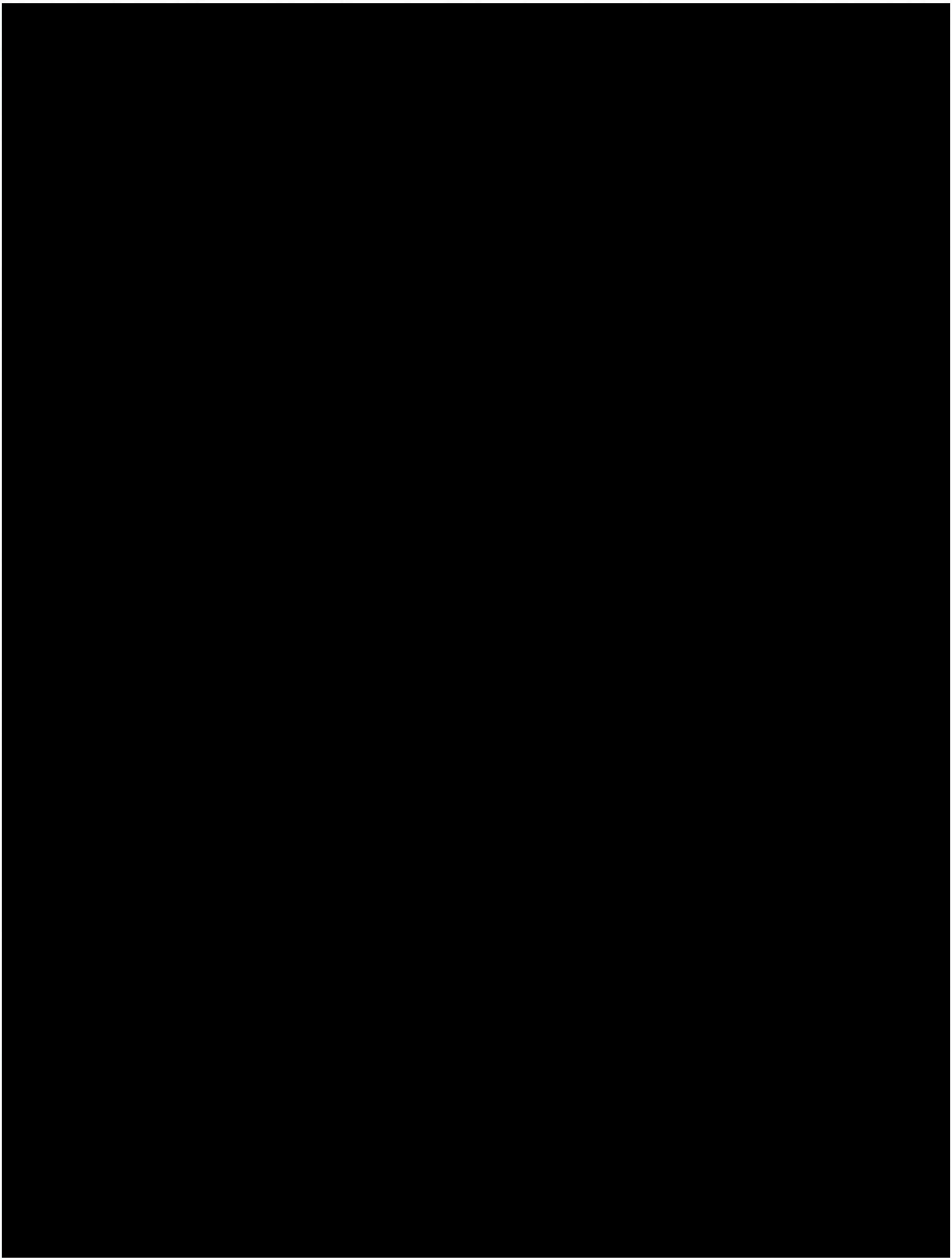


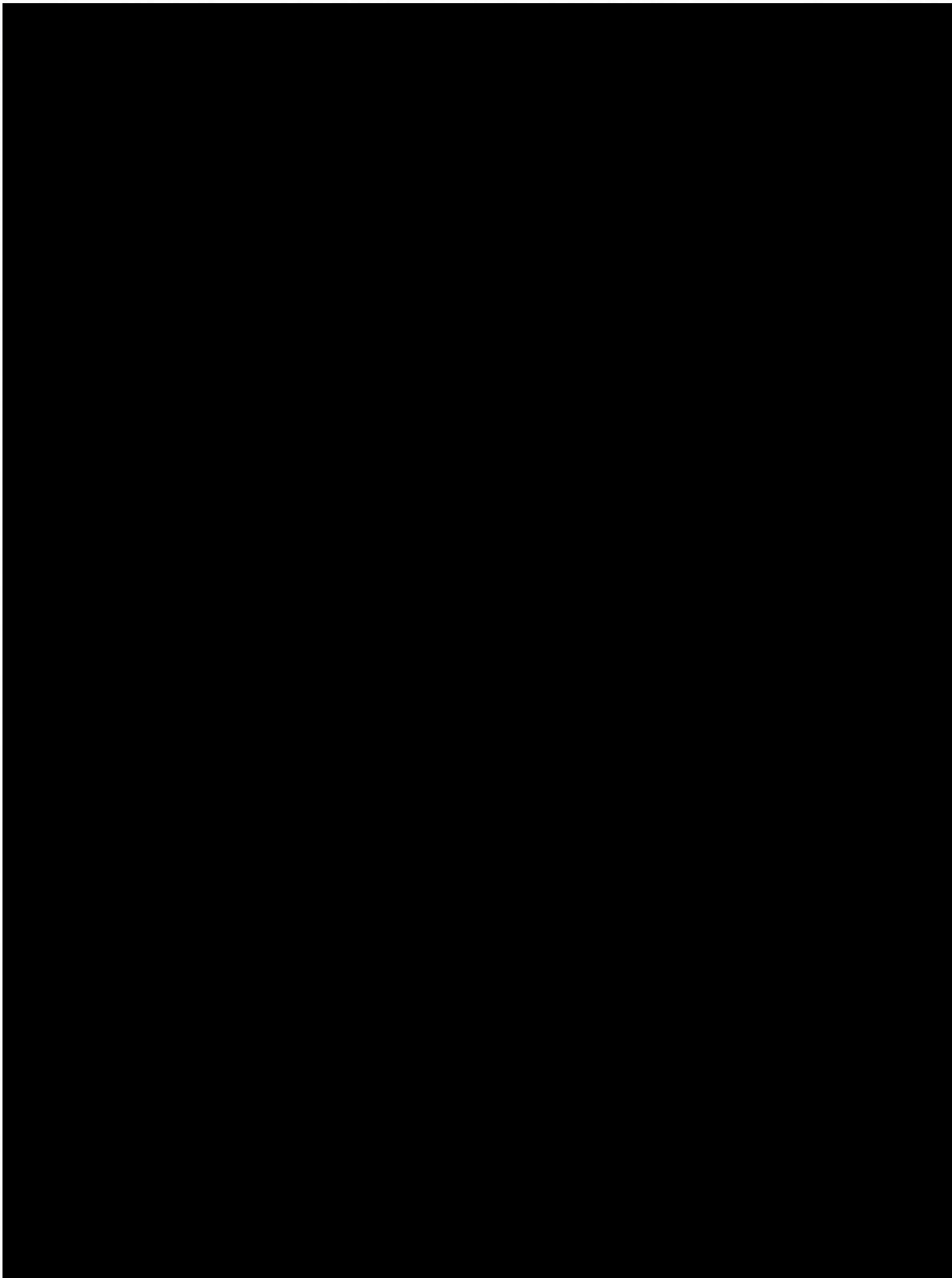


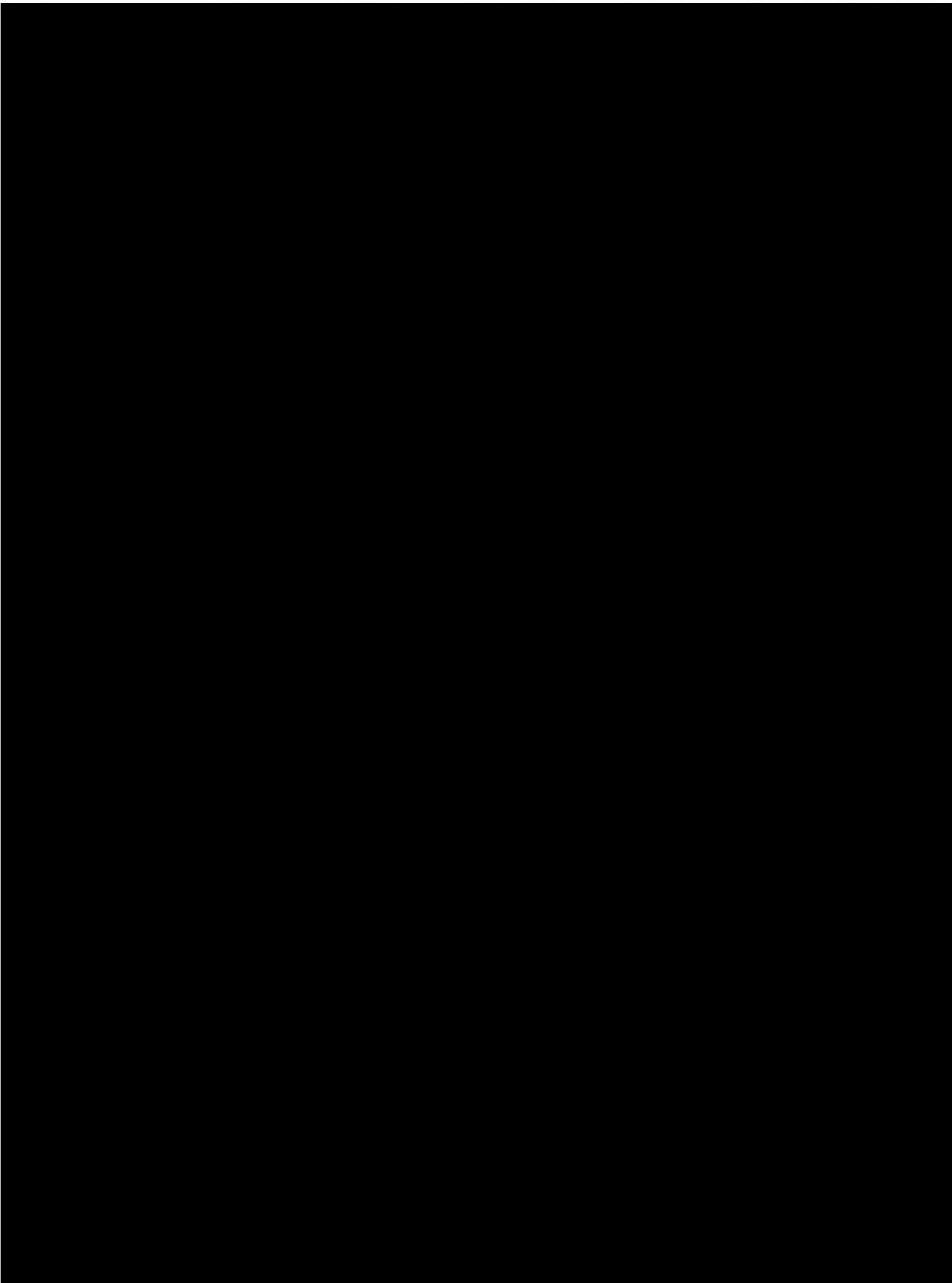












**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:	Yardi Systems, Inc.		
Company Address:	430 South Fairview Ave		
City:	Santa Barbara	State: CA	Zip Code: 93117
Telephone Number:	(800) 866-1144 ext. 1636		
Solicitation For (Type of Goods or Services):	Public Housing and Section 8 Programs' Administration Software Solution		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Arnold Brier	Title: Vice President
Signature: 	Date: June 30, 2016

CHARITABLE CONTRIBUTIONS CERTIFICATION

Yardi Systems, Inc.

Company Name

430 South Fairview Ave, Santa Barbara, CA 93117

Address

77-0049051

Internal Revenue Service Employer Identification Number

Not applicable

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

OR

YES NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()


Signature

Arnold Brier, Vice President

June 30, 2016

Date

Name and Title (please type or print)

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTS PROHIBITED

The Community Development Commission of the County of Los Angeles (Commission), shall not contract with, and shall reject any quote(s), bid(s), or proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Commission for which the Commission is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

Yardi Systems, Inc.

Print Proposer Name



Official's Signature

Arnold Brier, Vice President

Print Proposer Official Title

June 30, 2016

Date

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: Arnold Brier Title: Vice President

Signature:  Date: June 30, 2016

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name: Yardi Systems, Inc.		
Company Address: 430 South Fairview Ave		
City: Santa Barbara	State: CA	Zip Code: 93117
Telephone Number: (800) 866-1144 ext. 1636		Email address: Jeff.Bischoff@yardi.com
Solicitation/Contract For: Public Housing and Section 8 Programs' Administration Software Solution		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND


To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
- Mandated by federal or state law or a condition of federal or state program;
 - The purchase is made through a state or federal contract;
 - The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
 - Sole source provider with exclusive and proprietary rights to services or goods;
 - Emergency services provider for services or goods;
 - Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
 - Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Arnold Brier	Title: Vice President
Signature: 	Date: June 30, 2016

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Yardi Systems, Inc.

Vendor's Name

430 South Fairview Ave, Santa Barbara, CA 93117

Address

77-0049051

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Arnold Brier Title: Vice President

Signature:  Date: June 30, 2016

FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION

Name of Firm: Yardi Systems, Inc. Date: June 30, 2016
Address: 430 South Fairview Ave, Santa Barbara
State: CA Zip Code: 93117 Phone No. : (800) 866-1144 ext. 1636

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Arnold Brier Title: Vice President
Signature:  Date: June 30, 2016




Community Development Commission of the County of Los Angeles

Payee Registration

To ensure accurate and prompt payment, please provide all information and return with the organization information form, authorization for direct deposit form and W-9 form to:

COMMUNITY DEVELOPMENT COMMISSION
ATTN: PROCUREMENT UNIT
700 WEST MAIN ST • ALHAMBRA CA 91801
PHONE: (626) 586-1681 • FAX: (626) 943-3807

New Payee Update of Company's Information

Name of Company: <u>Yardi Systems, Inc.</u>					
Contact Person: <u>Jeff Bischoff</u>		Title: <u>Senior Sales Executive, Public Housing</u>			
Company Address: <u>430 South Fairview Ave, Santa Barbara, CA 93117-3637</u>					
(P.O. Box will not be accepted)	Street	City	State	Zip + 4	
Billing Address/Remit To: _____					
(if different from above)	Street	City	State	Zip + 4	
Phone Number (<u>800</u>) <u>866-1144 x1636</u>		Fax Number (<u>805</u>) <u>699-2041</u>		Email: <u>Jeff.Bischoff@yardi.com</u>	
<input checked="" type="checkbox"/> Federal I.D. No.	<input type="checkbox"/> Social Security No.	<input type="checkbox"/> Federal Non-Profit No. (Attach copy of IRS Section 501(c)(3) Non-Profit letter)			
Please print Federal I.D., Social Security or Federal Non-Profit No: <u>77-0049051</u>					
TYPE OF OWNERSHIP (check all applicable)					
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Franchise	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Other _____					
TYPE OF BUSINESS (check all applicable)					
<input checked="" type="checkbox"/> Manufacturer	<input checked="" type="checkbox"/> Distributor	<input type="checkbox"/> Construction Contractor	<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Broker/Agent	<input checked="" type="checkbox"/> Vendor
<input type="checkbox"/> Other _____					
THE INFORMATION PROVIDED IS HEREBY TRUE AND ACCURATE BASED ON FACTS AVAILABLE AS OF THIS DATE.					
Signature 		Title <u>Vice President</u>		Date <u>June 30, 2016</u>	
(Application is NOT valid unless signed and dated.)					
FOR OFFICE USE ONLY					
Date Received: _____		Date Entered: _____			
Payee #: _____		Entered By: _____			

Community Development Commission of the County of Los Angeles

Organization Information Form

I. FIRM/ORGANIZATION INFORMATION Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: Yardi Systems, Inc.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit
 Franchise Other (Please Specify) _____

Total Number of Employees (including owners): 2,608

Distribute the above total number of employees into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American						
Hispanic American						
Asian American						
Asian Pacific American						
Native American						
Caucasian						
Other <u>Two or more races</u>						

II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

is a Minority Business Enterprise.

"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members; and whose management and daily operations are controlled by one or more such individuals.

is a Woman Business Enterprise.

"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

is not a Minority or Woman Business Enterprise.

III. DECLARATION

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.

Print Authorized Name Arnold Brier	Authorized Signature 	Title Vice President	Date 06/30/2016
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Brian J. Stiger
Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF
CONSUMER AND BUSINESS AFFAIRS**

Members of the Board
Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich

"To Enrich Lives Through Effective and Caring Service"

March 17, 2015

**CBE Program ID #: 83227
Status: MBE**

Mr. Anant Yardi, President
Yardi Systems, Inc.
430 S. Fairview Avenue
Goleta, CA 93117

Dear Mr. Yardi:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until March 11, 2017.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit at any time to verify any documentation submitted by the applicant. If there are any changes during this recertification period, you are required to notify the Small Business Assistance office immediately.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your recertification. If you have questions, please call (877) 669-CBES or email us at cbesbe@dca.lacounty.gov and refer to the identification number above.

Sincerely,

BRIAN J. STIGER
DIRECTOR

 DEBBIE CABREIRA-JOHNSON
Chief, Small Business

BJS:DCJ/ct

Consumer Services
500 W. Temple Street, Room B-96 • Los Angeles, CA 90012-2706
Telephone (800) 593-8222 • (213) 974-1452
Fax (213) 687-1137 • Website: dca.lacounty.gov

Small Business Assistance
1100 North Eastern Ave, Los Angeles, CA 90063
Telephone (323) 881-3964
Fax (323) 4158521 • Website: qsb.lacounty.gov

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Yardi Systems, Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
430 S. Fairview Avenue

City, state, and ZIP code
Santa Barbara, CA 93117

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	:	:
or		
Employer identification number	:	
77	:	0049051

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person  Date **June 30, 2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

1.2. Certification of Independent Cost Determination & Acknowledgement of RFP Restrictions

The undersigned deposes and says: That s/he is an officer of the firm of Yardi Systems, Inc., the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Yardi acknowledges the restrictions identified in the RFP. Please see our attached business proposal for the completed and signed forms requested in the RFP.

Signature of:



Name: Arnold Brier

Title: Vice President

Date: June 30, 2016

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall be a qualified Section 3 business concern or shall declare his/her intent to comply with Section 3 (24 CFR 135) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the Section 3 covered project/service is located, and/or to award subcontracts to business concerns that provide economic opportunities for Section 3 residents.

Bidders/Proposers who are not qualified Section 3 business concerns must agree that, prior to recommendation for contract award, he/she will agree to comply with the Section 3 requirements by including the Section 3 Clause in the contract and by submitting a "Section 3 Economic Opportunity Plan." The Section 3 Economic Opportunity Plan shall demonstrate the number of new hires and Section 3 new hires, and/or subcontracts that the Bidder/Proposer establishes to meet the following goals:

- 30% of all new hires will be Section 3 Residents, and/or
- Subcontract(s) will be given to Section 3 Business Concerns.

Failure to submit a Section 3 Economic Opportunity Plan prior to a recommendation to award a contract shall be grounds to determine the Bidder/Proposer non-responsive, and not be considered for contract award.

The Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with his/her bid/proposal.

1. The Bidder/Proposer is willing to consider hiring Section 3 Residents for any future employment openings if the Section 3 Resident meets the minimum qualifications for the opening. ("Consider" means that the Bidder/Proposer is willing to interview qualified Section 3 Residents.)

YES NO

AND/OR

2. The Bidder/Proposer will consider subcontracting with Section 3 Business Concerns for this project/service.

YES NO

Yardi Systems, Inc.

430 S Fairview Ave, Santa Barbara, CA 93117

Name of Contractor/Subcontractor

Address

Arnold Brier

Vice President

Print Name

Title



Signature

June 30, 2016

Date

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name: <i>Yardi Systems, Inc.</i>		
Company Address: <i>430 S. Fairview Ave.</i>		
City: <i>Goleta</i>	State: <i>CA</i>	Zip Code: <i>93117</i>
Telephone Number: <i>805-699-2040</i>	Email address: <i>alex.schindelbeck@yardi.com</i>	
Solicitation Name:		

BIDDER/PROPOSER CERTIFICATION

The Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles (Commission/Housing Authority) has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

The Bidder/Proposer acknowledges and certifies compliance with Section 54. (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that bidder/proposer or a member of his staff performing work under the proposed Contract will be in compliance. The Bidder/Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any bid/proposal, or cancellation of any resultant Contract, at the sole judgment of the Commission/Housing Authority.

I declare under penalty of perjury the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Jill Smith Authorized Representative	Title: <i>Corporate Counsel</i>
Signature: <i>Jill Smith</i>	Date: <i>8/16/2018</i>

**EXHIBIT H –
Jury Service Ordinance**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**EXHIBIT I –
Safely Surrendered Baby Law**

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**EXHIBIT J –
Defaulted Property Tax Program**

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**EXHIBIT K –
Information Security and Privacy Requirements**

Information and Privacy Security Requirements

This sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information and Housing Authority Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment E (Information and Privacy Security Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling Housing Authority, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**") as stated in the Contract, Section 8.66.2. The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** At the time of hiring, Contractor shall screen and conduct background checks on all Contractor personnel contacting Housing Authority Confidential Information, including Personally Identifiable Information, for potential security risks and requires all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by Housing Authority in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information to any form of Removable Media. For purposes of this Exhibit K (Information Security Requirements), "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Data Control; Media Disposal and Servicing.** Personally Identifiable Information and Housing Authority Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by Housing Authority in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by Housing Authority in writing, as stated in the Contract, Section 8.66.2; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or approved by Housing Authority in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all Housing Authority Confidential Information, including Personally Identifiable Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization¹).
5. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon Housing Authority's request, Contractor will return all hardware, if any, provided by Housing Authority containing Personally Identifiable Information or Housing Authority Confidential Information to Housing Authority. The Personally Identifiable Information and Housing Authority Confidential Information shall not be removed or altered in anyway. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Housing Authority. In the event the hardware containing Housing Authority Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated Housing Authority security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon Housing Authority's request. Contractor's destruction or erasure of Personally Identifiable Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization²), referenced in Contractor's then-current SSAE 18 audit report.
6. **Physical and Environmental Security.** Physical security of Contractor's data centers used to host Housing Authority's data will be evidenced in Contractor's then-current SSAE18 audit report.
7. **Communications and Operational Management.** Contractor shall implement and maintain an Information Security Program as stated in the Contract, Section 8.66.2.

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

8. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, the following controls:
- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Licensed Programs will include user access controls (i.e. password and username restrictions) to limit user access to the Licensed Programs; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
9. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.

Contractor shall notify Housing Authority of any unauthorized third party access to Housing Authority Data or other security breach as soon as practicable after Contractor becomes aware of it. Immediately following Contractor's notification to Housing Authority of a security breach, the parties shall coordinate with each other to investigate the security breach. Contractor agrees to cooperate with Housing Authority including, without limitation: (A) assisting with any investigation; (B) providing Housing Authority with physical access to the facilities and operations affected; (C) facilitating interviews with Contractor's employees and others involved in the matter; and (D) making available relevant records, logs, files, data reporting and other Contractor materials reasonably required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Housing Authority. Each party shall (i) take steps reasonably designed to immediately remedy any security breach and prevent any further security breach at such party's expense and in accordance with privacy rights, laws, regulations and standards directly applicable to such party, and (ii) provide reasonable updates and communicate with the other party about the findings of each parties' investigation and remediation efforts.

10. **Contractor Self Audit.** Contractor will provide to Housing Authority a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the effective date of the Contract include:

SSAE-18 (or successor standard). During the term of this Agreement, and so long as SSAE18 remains a current and industry standard auditing standard, Contractor agrees to annually undertake an audit in accord with the American Institute of Certified Public Accountants' Statement on Standards for Attestation Engagements No. 18 or a successor standard ("SSAE18") with respect to Contractor Cloud Services. Upon Housing Authority's request, and no more than annually, Contractor agrees to provide a copy of its then-current SSAE18 audit report for Housing Authority's review.

PCI DSS Audits. During the term of this Agreement, and so long as the Payment Card Industry (“**PCI**”) Data Security Standard (“**DSS**”) remains a current and industry standard auditing standard, Contractor agrees to annually undertake a PCI DSS assessment with respect to Contractor’s payment card processor functionality. Upon Housing Authority’s request, and no more than annually, Contractor agrees to provide a copy of its then-current PCI DSS Attestation of Compliance for Onsite Assessments - Merchants (“**AOC**”) for Housing Authority’s review. Housing Authority agrees that the PCI DSS AOC shall be confidential information and subject to Housing Authority’s confidentiality obligations as set forth in section 7.7 (Confidentiality) of the Contract.

Shared Assessments Program. As of the Effective Date of this Agreement, Contractor subscribes to the Shared Assessments Program methodology, which is rooted in industry standards and common compliances, including the Standardized Information Gathering (SIG) questionnaire. The SIG is a comprehensive standardized format questionnaire, created and revised annually by financial industry leaders, aimed at efficiently fulfilling vendor due diligence and risk assessment. So long as Contractor continues to subscribe to the Shared Assessments Program and completes a SIG questionnaire on an annual basis, upon Housing Authority’s request, and no more than annually, Contractor agrees to provide a copy of its then-current completed SIG questionnaire for Housing Authority’s review. Housing Authority agrees that Contractor’s SIG questionnaire is Confidential Information as defined in section 7.7 (Confidentiality) and subject to Housing Authority’s confidentiality obligations as provided in section 7.7 (Confidentiality).

12. **Confidentiality**

The Contractor shall adhere to the provisions of the Contract, Section 7.7.

**EXHIBIT L –
Contractor Acknowledgment, Confidentiality, And Copyright
Assignment Agreement
(INTENTIONALLY OMITTED)**

**EXHIBIT M –
Contractor Employee Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
(INTENTIONALLY OMITTED)**

**EXHIBIT N –
Contractor Non-Employee Acknowledgement, Confidentiality, and
Copyright Assignment Agreement
(INTENTIONALLY OMITTED)**

**EXHIBIT O -
Escrow Agreement**

Schedule O

