



**OPERATIONS CLUSTER  
AGENDA REVIEW MEETING**

**DATE:** July 5, 2023  
**TIME:** 2:00 p.m. – 4:00 p.m.  
**LOCATION:** **TELECONFERENCE CALL-IN NUMBER: 1 (323) 776-6996**  
**TELECONFERENCE ID: 439827168#**

To join via phone, dial 1(323)776-6996, then press 439827168# .

**YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:**

**[Click here to join the meeting](#)**

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' JUNE 27, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL AUGUST 31, 2023**

**AGENDA**

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.  
Two (2) minutes are allowed for each item.

1. **Call To Order – Carlos Arreola/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
  - A) Board Memo:  
NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE NEGOTIATIONS WITH SIRSI CORPORATION, DBA SIRSIDYNIX, FOR THE LA COUNTY LIBRARY'S INTEGRATED LIBRARY SYSTEM  
LIBRARY/CIO - Binh Le, Assistant Director/CIO and  
Grace Reyes, Administrative Deputy
  - B) Board Letter:  
APPROVAL TO PURCHASE SOFTWARE SYSTEM AND SUPPORT SERVICES WITH YARDI SYSTEMS, INC.  
LACDA/CIO - Cesar Delgado, Acting IT Manager and  
Rosa Chevarin, Systems Supervisor
  - C) Board Letter:  
AUTHORIZE THE DEPARTMENT OF HUMAN RESOURCES TO EMPLOY A RETIRED COUNTY EMPLOYEE ON A TEMPORARY BASIS  
DHR - Leslie Foxvog, Administrative Deputy

**CONTINUED ON PAGE 2**

- D) Board Letter:  
CIVIC CENTER TUNNELS SOFT WATER PIPES REPLACEMENT PROJECT,  
CATEGORICAL EXEMPTION, ESTABLISH AND APPROVE CAPITAL  
PROJECT NO. 87972, APPROVE PROJECT BUDGET AND  
APPROPRIATION ADJUSTMENT, AUTHORIZE USE OF JOB ORDER  
CONTRACT  
CEO/CP - Amir Alam, CEO Manager  
ISD - Thomas DeSantis, P&PM Division Manager

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**  
(2 Minutes Each Speaker)

5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

- A) CEO/CLASS - COUNTYWIDE CLASSIFICATION/COMPENSATION  
ACTIONS
- B) CEO/CP - SOUTH EL MONTE ASSESSORS OFFICE REFURBISHMENT  
PROJECT
- C) LACDA/CIO - CONTRACT FOR MICROSOFT ENTERPRISE VOLUME  
LICENSING SERVICES
- D) CEO/RE - FIVE-YEAR LEASE, DEPARTMENT OF HEALTH SERVICES  
1403 WEST LOMITA BOULEVARD, HARBOR CITY
- E) CEO/RE - THREE-YEAR LEASE AMENDMENT, DEPARTMENT OF MENTAL  
HEALTH & DEPARTMENT OF AGING AND DISABILITIES  
14112 SOUTH KINGSLEY DRIVE, GARDENA

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter

☒ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/5/2023		
<b>BOARD MEETING DATE</b>	N/A		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	LA County Library		
<b>SUBJECT</b>	Notification of Intent to Enter Into Sole Source Negotiations with Sirsi Corporation, DBA SirsiDynix, for the LA County Library's Integrated Library System		
<b>PROGRAM</b>	Information Technology: LA County Library's Integrated Library System (ILS)		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The SirsiDynix ILS is a proprietary commercial off-the-shelf software with Department specific customization.		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Current contract expires December 19, 2024.		
<b>COST &amp; FUNDING</b>	Total cost: Pending Negotiation	Funding source: LA County Library Operating Fund	
	TERMS (if applicable): Pending Negotiation		
	Explanation: The current agreement is for a 7-year term for \$4.5M. The cost and terms of the new sole source agreement are pending negotiations.		
<b>PURPOSE OF REQUEST</b>	Library is requesting approval to negotiate a new sole source agreement with SirsiDynix for the ILS, the Library's core business system and critical platform which supports the Library's books and materials catalog, online reference services, online customer requests for library materials, check-out/in of library materials, customer service management, acquisition of library materials and customer notifications.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The SirsiDynix ILS is a proprietary commercial off-the-shelf software installed in 2006 to replace the Library's legacy ILS system which had reached the end of its useful life. In November 2017 a Board approved replacement Sole Source Agreement with SirsiDynix was executed and will expire in December 2024. Since its installation there have been several customizations and product enhancements beneficial to the Library and its patrons. The system has proven to be robust and flexible. Implementing a new ILS system, would lead to a major disruption to Library business operations and a potential for loss of productivity.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Supports Board Priority 7 Sustainability, making the County more livable, economically stronger, more equitable, and more resilient by enabling the Department to maintain a core business system providing patrons access to library materials and online services to enhance learning.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Binh Le, Assistant Director/CIO, 562.940.8418, ble@library.lacounty.gov Grace Reyes, Administrative Deputy, 562.940.8406, greyes@library.lacounty.gov		

**SKYE PATRICK**  
Library Director



July 6, 2023

TO: Supervisor Janice Hanh, Chair  
Supervisor Hilda L. Solis  
Supervisor Holly J. Mitchell  
Supervisor Lindsey P. Horvath  
Supervisor Kathryn Barger

FROM: Skye Patrick  
County Librarian

**NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE NEGOTIATIONS WITH SIRSI CORPORATION, DBA SIRSIDYNIX, FOR THE LA COUNTY LIBRARY'S INTEGRATED LIBRARY SYSTEM**

This is to inform you that LA County Library (Library) intends to enter into negotiations for a new sole source agreement with Sirsi Corporation DBA SirsiDynix (SirsiDynix) for maintenance, support and hosting of Library's Integrated Library System (ILS) software. The ILS is Library's core business system and critical platform that supports several essential functions, including Library's catalog and online reference services, processing of customer requests for library materials, checkout/check-in of library materials, customer service management, acquisition of library materials and customer notifications.

Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for new sole source contract at least six months prior to the agreement's expiration date. Library's current agreement with SirsiDynix will expire on December 19, 2024.

**BACKGROUND**

In 2006, your Board approved an Agreement with SirsiDynix to install and maintain a new ILS to replace the Library's legacy ILS system which had reached the end of its useful life. On November 15, 2016, your Board approved an Amendment to extend the term of the Agreement for up to one year. On November 21, 2017, your Board approved a replacement Sole Source Agreement with SirsiDynix for a term of four years with three one- year extensions for continued maintenance and support of Library's ILS.

7400 E Imperial Hwy, Downey, CA 90242 | 562.940.8400 | [LACountyLibrary.org](http://LACountyLibrary.org)



**COUNTY OF LOS ANGELES SUPERVISORS**

**HILDA L. SOLIS**  
1st District

**HOLLY J. MITCHELL**  
2nd District

**LINDSEY P. HORVATH**  
3rd District

**JANICE HAHN**  
4th District

**KATHRYN BARGER**  
5th District



The Honorable Board of Supervisors  
July 6, 2023  
Page 2

## **JUSTIFICATION**

The SirsiDynix ILS is a proprietary commercial off-the-shelf software. Since its installation, Library requested SirsiDynix to create and add several customizations, including those meant to meet requirements of the Board and other County Departments, as well as moving item and user records from multiple third-party vendors into the ILS.

SirsiDynix also developed significant enhancements including a mobile application, a data analytics tool and new public-facing catalog. Further, Library piloted SiriDynix's cloud-based software as a service (SaaS) solution and will explore the feasibility of full migration.

The current ILS system from SirsiDynix has proven to be robust and flexible, capable of handling the volume of the collection and the number of users, in addition to meeting the needs of the County and the Library. Implementing a new ILS system, would lead to a major disruption to Library business operations and a potential for loss of productivity.

## **CONCLUSION**

Unless otherwise instructed by your Board, Library will proceed with the negotiations with SirsiDynix for a new ILS software maintenance, support and hosting contract four weeks after the date of this memo. Library anticipates returning to the Board in Fall of 2024 for approval of a new Agreement with SirsiDynix.

Should you have any questions or require additional information, please contact me or Yolanda Pina, Chief Deputy Director, at (562) 940-8412 or [YPina@library.lacounty.gov](mailto:YPina@library.lacounty.gov).

SP:YP:GR

c: Board of Supervisors, Library Deputies  
Chief Executive Office  
Executive Office, Board of Supervisors  
County Counsel  
Chief Information Office

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/5/2023	
<b>BOARD MEETING DATE</b>	7/25/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Los Angeles County Development Authority (LACDA)	
<b>SUBJECT</b>	APPROVAL TO PURCHASE SOFTWARE SYSTEM AND SUPPORT SERVICES WITH YARDI SYSTEMS, INC.	
<b>PROGRAM</b>	Information Technology	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The existing contract will expire on August 31, 2023	
<b>COST &amp; FUNDING</b>	Total cost: \$3,583,210.26	Funding source: Program funds in the LACDA's Fiscal Year 2023-28 operating budgets
	TERMS (if applicable): Five years.	
	Explanation: The five-year contract sum is \$3,257,463.87 plus up to \$325,746.39 (10%) in pool dollars for unforeseen costs.	
<b>PURPOSE OF REQUEST</b>	The purpose of this action is to purchase software system, software licenses, maintenance services and professional services from Yardi for the LACDA's Public Housing and Section 8 programs. The software will allow the LACDA to manage operations, leasing, analytics, and provide resident, tenant, and property owner services.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Yardi Voyager software was originally licensed in June 2007 to replace the LACDA's previous Public Housing and Section 8 software systems, replacing two systems with one, unified system. In July 2018, the Board approved the current five-year contract with Yardi and in October 2020 approved an amendment to add self-service online client portals. The Yardi system has helped to reduce the level of IT support needed while providing timelier service for clients and integrating with systems used by U.S. Department of Housing and Urban Development (HUD). Yardi Voyager software was instrumental in assisting the LACDA with the County's Homeless Initiative, the Homeless Incentive Program, and property owners' participation with the rental assistance programs.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Cesar Delgado, Acting IT Manager, (626) 586-1701 <a href="mailto:cesar.delgado@lacda.org">cesar.delgado@lacda.org</a> Rosa Chevarin, Systems Supervisor, (626) 586-1704 <a href="mailto:rosa.chevarin@lacda">rosa.chevarin@lacda</a>	

July 25, 2023

Honorable Board of Commissioners  
Los Angeles County Development Authority  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVAL TO PURCHASE SOFTWARE SYSTEM AND SUPPORT SERVICES  
WITH YARDI SYSTEMS, INC.  
(ALL DISTRICTS) (3 VOTE)**

**CIO RECOMMENDATION: ( X ) APPROVE**

**SUBJECT**

This letter requests approval of a Contract with Yardi Systems, Inc. (Yardi), for Yardi's Voyager 7s software system, software license, maintenance services and software customization for the Los Angeles County Development Authority's (LACDA). Yardi Voyager 7s is the software used to manage the LACDA's Public Housing and Housing Choice Voucher (Section 8) program.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Executive Director or his designee to execute a five-year Contract and all related documents with Yardi for a Housing Software System for software, licenses, maintenance services, and software customization in the amount of \$3,257,463.87 plus up to \$325,746.39 (10%) in pool dollars for unforeseen costs; the total maximum Contract sum for all five years will not exceed \$3,583,210.26.
2. Find that approval of Contract with Yardi is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

3. Authorize the Executive Director or his designee, upon his determination and as necessary and appropriate to execute amendments or change notices to the Contract to add, delete, and/or revise certain terms and conditions which do not affect the Statement of Work (SOW), Contract term, Contract sum or payments, and do not materially alter the Contract; and/or to execute amendments to the Contract which affect the SOW but do not materially alter the Contract, or affect the Contract term; and/or to approve any assignment or delegation of the Contract in accordance with the Contract, and if necessary, to terminate the Contract for convenience.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to purchase software, software licenses, maintenance services and software customization from Yardi for the LACDA's Public Housing and Section 8 programs. The software will allow the LACDA to manage operations, leasing, analytics, and provide resident, tenant, and property owner services.

Yardi Voyager software was originally licensed in June 2007 to replace the LACDA's previous Public Housing and Section 8 software systems, replacing two systems with one, unified system. The Yardi system has helped to reduce the level of IT support needed while providing timelier service for clients and integrating with systems used by U.S. Department of Housing and Urban Development (HUD). Yardi Voyager software was instrumental in assisting the LACDA with the County's Homeless Initiative, the Homeless Incentive Program, and property owners' participation with the rental assistance programs.

In July 2018, the Board approved the current five-year contract with Yardi after a competitive solicitation conducted by the LACDA. The current contract will expire on August 31, 2023. In October 2020, the Board approved an amendment to the contract to add Yardi's RENTCafé services. Yardi's RENTCafé self-service online portals allow program participants to submit all required information online and is fully integrated with Yardi Voyager software. Due to the COVID-19 crisis, there was a greater need to allow program participants, landlords and staff to work together remotely. The proposed new Contract includes these services.

### **FISCAL IMPACT/FINANCING**

There is no impact to the County General Fund. Funding for the first year of services is included in the LACDA's approved Fiscal Year 2023-2024 Budget and will be included in future fiscal year budgets as needed. The 10% pool dollars is requested for unforeseen additional services as needed. The total Contract sum for all five years plus the pool dollars is \$3,583,210.26.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed Contract has been reviewed and approved as to form by County Counsel, as well as the LACDA's Procurement Unit. It has been determined that the Contract complies with all applicable laws, statutes, rules, regulations, and order of the United States and the State of California. The Contract contains all latest applicable Board mandated provisions pertaining to consideration of hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Safely Surrendered Baby Law, the provisions of Paid Jury Service time for the Contractor's employees, and County of Los Angeles' Zero Tolerance Human Trafficking.

The LACDA engaged in extensive negotiations with Yardi regarding the LACDA's standard terms and conditions. As a result of the negotiations, the parties have agreed to a change of the indemnification language from the LACDA's standard provisions. The agreed indemnification language in the proposed contract is consistent with the LACDA's prior contact with Yardi. In consideration of the security provisions, the LACDA's experience and Yardi's experience, the LACDA's Risk Management Unit believes that potential risks are acceptable given the services being provided. Yardi shall use commercially reasonable efforts to maintain the system and to send written notification of the same to the LACDA's Project Director.

The Contract has been reviewed by County Counsel. In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request. The CIO Analysis is attached (Attachment I).

## **ENVIRONMENTAL DOCUMENTATION**

Computer software purchases are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378(b)(4), because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

## **CONTRACTING PROCESS**

On December 23, 2021, the LACDA issued a Request for Proposal (RFP), Public Housing and Section 8 Administration Software, Solicitation number CDC21-081, to identify a vendor to provide Public Housing and Section 8 Administration Software and Services.

On February 17, 2022, two proposals were received. Both proposals met minimum threshold requirements and were forwarded to a three-member evaluation committee for further review. The evaluation committee used the "informed averaged" scoring

Honorable Board of Commissioners

July 25, 2023

Page 4

methodology using a 1,000 points system as established in the solicitation package. The evaluation criteria consisted of qualifications (background, experience, references, etc.), approach to providing the services, Section 3 compliance, and costs. Yardi is being recommended for Contract award based on the evaluation criteria set forth in the RFP.

**IMPACT ON CURRENT SERVICES AND PROJECTS**

The purchase of these services from Yardi will provide the LACDA with software license, support, and the ability to update services as necessary. The software will continue to be instrumental in maintaining the LACDA's high-performer status and integrating with the systems used by HUD.

Respectfully submitted,

Reviewed by:

EMILIO SALAS  
Executive Director  
Los Angeles County Development Authority

PETER LOO  
Acting Chief Information Officer  
County of Los Angeles

ES:KT:mr

Enclosures



**Chief  
Information  
Office**

**Peter Loo**  
ACTING CHIEF INFORMATION OFFICER

**DRAFT**

Attachment I

**CIO**

**ANALYSIS**

BOARD AGENDA DATE:

Board date

SUBJECT: SUBJECT:

**APPROVAL TO PURCHASE SOFTWARE SYSTEM AND SUPPORT SERVICES WITH YARDI  
SYSTEMS, INC.**

CONTRACT TYPE:

☒ New Contract    ☐ Sole Source    ☐ Amendment to Contract #: Enter contract #

SUMMARY:

The Los Angeles County Development Authority (LACDA) is requesting authorization to execute a Contract with Yardi Systems, Inc. (Yardi) for provision and maintenance and support of their Software as a Service (SaaS) Voyager 7s Public Housing Authority (PHA) Software and RENTCafé PHA Portals. The term of Contract is five years in the amount of \$3,257,463.87 and \$325,746.39 in optional pool dollars for as-needed products and services for a total the total maximum Contract sum of \$3,583,210.26. The LACDA is further requesting authorization to amend the Contract with Yardi to add or delete services and utilize pool dollars, and if necessary, terminate for convenience. Finally, the LACDA is recommending the Board find the Contract is exempt from the California Environmental Quality Act.

The LACDA recommends the award based on the results of a Request for Proposals (RFP) for Public Housing and Section 8 Administration Software and Services completed in February 2022. Yardi is the incumbent vendor and their current contract with the LACDA will expire on August 31, 2023.

Under this proposed Contract, Yardi will be responsible for cloud hosting and maintenance and support for:

- The Voyager7s PHA software that is an integrated property management and voucher management system used to manage, administer, and accept payments for the LACDA's Public Housing and Section 8 Housing Choice Voucher programs. Currently, the LACDA manages 3,229 units of public and other affordable housing and its Section 8 voucher program assists approximately 25,000 families through a partnership with over 13,000 property owners.
- The Yardi RENTCafé PHA Portal Package, which are fully integrated to LACDA's Yardi Voyager system, allow staff and participants to makes requests and complete tasks remotely. The PHA portal software provides an online application tool to register/apply for PHA waiting lists; role specific web portals (applicant, resident, landlord) to manage communications and services; and an online PHA certification tool to complete annual recertifications.

Contract Amount: \$3,583,210.26

## FINANCIAL ANALYSIS:

## Contract costs:

**Year 1 SaaS Subscription Fees**

Voyager SaaS Private Cloud .....	\$ 31,761.00
Voyager SaaS Private Cloud PHA Property Management .....	\$ 236,470.00
RentCafePHA Portal Package .....	\$ 230,906.00
Payment Processing Fees .....	\$ 18,000.00 <sup>1</sup>
<b>Subtotal – Year 1 SaaS Subscription Fee .....</b>	<b>\$ 517,137.00</b>

**Year 2-5 SaaS Subscription Fees**

Year 2 SaaS Subscription Fees .....	\$ 537,102.48 <sup>2</sup>
Year 3 SaaS Subscription Fees .....	\$ 557,866.58 <sup>2</sup>
Year 4 SaaS Subscription Fees .....	\$ 579,461.24 <sup>2</sup>
Year 5 SaaS Subscription Fees .....	\$ 601,919.69 <sup>2</sup>
<b>Subtotal – Year 2-5 SaaS Subscription Fee .....</b>	<b>\$ 2,276,349.99</b>

**Additional Fees & Professional Services**

Voyager PHA Property Management Licensed Units .....	\$ 363,976.88 <sup>3</sup>
Professional Services .....	\$ 100,000.00 <sup>4</sup>
<b>Subtotal – Additional Fees and Professional Services .....</b>	<b>\$ 463,976.88</b>

**Total – Contract Sum .....** \$ **3,257,463.87**

**Contract Pool Dollars .....** \$ **325,746.39<sup>5</sup>**

**Total – Maximum Contract Sum .....** \$ **3,583,210.26**

## Notes:

<sup>1</sup> Annual estimate for payment processing fees that support online clients payments is based on historical experience from previous contract

<sup>2</sup> SaaS subscription fees includes an annual Consumer Price Index increase of up to four percent after Year 1

<sup>3</sup> Contract reserve to purchase at LACDA's option an additional 2,000 Section 8 licensed units at a cost of \$33.60 per unit per year plus four percent CPI to remain in compliance with Yardi contract software licensing

<sup>4</sup> Professional services for planned enhancements to the RENTCafé PHA Portals

<sup>5</sup> Contract pool dollars for optional products and services approved by LACDA in accordance with the terms of the Contract.



RISKS:

1. **Project Management and Governance** – To ensure a successful project success, the Office of the Chief Information Officer (OCIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, to manage contractor performance, and to represent the needs of the LACDA business users. The OCIO has reviewed the proposed LACDA project governance and has determined it is appropriate.
2. **Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. The Contract includes a Quality Assurance Plan that identifies Performance Requirements with fees to be assessed in the event the performance standards are not addressed and a Service Level Agreement that guarantees service availability and service credits to be levied if guarantees are not met.
3. **Information Security Review** – The County’s Chief Information Security Officer (CISO) has reviewed the Yardi agreement with the LACDA’s information technology (IT) staff.
  - a. The CISO determined that Personally Identifiable Information (PII) is transmitted and stored in the Yardi Voyager solution, which is hosted by Yardi in their private cloud data center(s) located in the continental United States. As part of CISO’s due diligence, they reviewed the most recent third party assessment of Yardi’s security and privacy controls available to safeguard the system PII and had no concerns. However, the CISO recommended that the LACDA assign a dedicated information security professional to perform periodic cyber risk assessments to ensure that appropriate internal security processes are in place and sufficient to protect the system PII.
  - b. The proposed Contract includes minimums starting at \$10 million for Technology Errors and Omissions and Cyber Liability insurance coverage.
4. **Contract Risks** – The negotiated Contract contains changes to the indemnification language from LACDA’s standard contract provisions. These changes are consistent the LACDA’s current contract with Yardi and were reviewed by the LACDA’s Risk Management unit and by County Counsel and the risks associated with those changes are accepted by the LACDA.

PREPARED BY:

\_\_\_\_\_  
(NAME) DEPUTY CHIEF INFORMATION OFFICER

\_\_\_\_\_  
DATE

APPROVED:

\_\_\_\_\_  
PETER LOO, ACTING CHIEF INFORMATION OFFICER

\_\_\_\_\_  
DATE



**CONTRACT**

**BY AND BETWEEN**

**LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY**

**AND**

**YARDI SYSTEMS, INC.**

**FOR**

**PUBLIC HOUSING AND SECTION 8 ADMINISTRATION  
SOFTWARE SERVICES**

**REQUIRED CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
<b>RECITALS</b>		<b>6</b>
<b>1. APPLICABLE DOCUMENTS</b>		<b>7</b>
<b>2.0 DEFINITIONS</b>		<b>8</b>
<b>3.0 SERVICES</b>		<b>12</b>
<b>4.0 TERMS OF CONTRACT</b>		<b>14</b>
<b>5.0 CONTRACT SUM</b>		<b>14</b>
<b>6.0 ADMINISTRATION OF CONTRACT - LACDA</b>		<b>17</b>
6.1	LACDA'S PROJECT DIRECTOR	18
6.2	LACDA'S PROJECT MANAGER	18
<b>7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR</b>		<b>19</b>
7.1	CONTRACTOR'S PROJECT DIRECTOR	19
7.2	CONTRACTOR'S PROJECT MANAGER	19
7.3	NOTICE OF PERSONNEL CHANGES	20
7.4	APPROVAL OF CONTRACTOR'S STAFF	20
7.5	CONTRACTOR'S STAFF IDENTIFICATION	20
7.6	BACKGROUND AND SECURITY INVESTIGATIONS	20
7.7	CONFIDENTIALITY	21
<b>8.0 STANDARD TERMS AND CONDITIONS</b>		<b>24</b>
8.1	CHANGE NOTICES AND AMENDMENTS	24
8.2	ASSIGNMENT AND DELEGATION	25
8.3	WARRANTIES	26
8.4	USERS AND PASSWORDS	27
8.5	BUDGET REDUCTIONS	28
8.6	COMPLAINTS	28
8.7	COMPLIANCE WITH APPLICABLE LAW	29
8.8	COMPLIANCE WITH CIVIL RIGHTS LAWS	29
8.9	SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974	29
8.10	AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973	29
8.11	EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)	29
8.12	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	31
8.13	CONFLICT OF INTEREST	32
8.14	CONSIDERATION OF HIRING LACDA EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	33
8.15	SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED	33
8.16	CONTRACTOR RESPONSIBILITY AND DEBARMENT	34

8.17	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	37
8.18	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	37
8.19	LACDA'S QUALITY ASSURANCE PLAN.....	37
8.20	DAMAGE TO LACDA FACILITIES, BUILDINGS, OR GROUNDS .....	38
8.21	EMPLOYMENT ELIGIBILITY VERIFICATION.....	38
8.22	FACSIMILE REPRESENTATIONS.....	39
8.23	FAIR LABOR STANDARDS .....	39
8.24	FORCE MAJEURE .....	39
8.25	GOVERNING LAW, JURISDICTION, AND VENUE .....	40
8.26	INDEPENDENT CONTRACTOR STATUS.....	40
8.27	INDEMNIFICATION .....	41
8.28	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....	43
8.29	INSURANCE COVERAGE .....	47
8.30	INTENTIONALLY LEFT BLANK .....	49
8.31	MOST FAVORED PUBLIC ENTITY .....	49
8.32	NON-DISCRIMINATION AND AFFIRMATIVE ACTION .....	49
8.33	NON EXCLUSIVITY.....	51
8.34	NOTICE OF DELAYS .....	51
8.35	DISPUTE RESOLUTION PROCEDURE .....	51
8.36	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	53
8.37	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	53
8.38	NOTICES.....	53
8.39	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	54
8.40	PUBLIC RECORDS ACT.....	54
8.41	PUBLICITY .....	55
8.42	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	55
8.43	RECYCLED BOND PAPER.....	56
8.44	SUBCONTRACTING .....	56
8.45	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUN'Y'S CHILD SUPPORT COMPLIANCE PROGRAM .....	58
8.46	TERMINATION FOR CONVENIENCE .....	58
8.47	TERMINATION FOR DEFAULT .....	59
8.48	TERMINATION FOR IMPROPER CONSIDERATION.....	60
8.49	TERMINATION FOR INSOLVENCY.....	61
8.50	SOURCE AND APPROPRIATION OF FUNDS .....	61
8.51	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	62
8.52	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	62
8.53	EFFECT OF TERMINATION .....	62
8.54	VALIDITY.....	63
8.55	USE OF LACDA SEAL .....	64
8.56	WAIVER.....	64
8.57	WARRANTY AGAINST CONTINGENT FEES.....	64

8.58	WARRANTY OF COMPLIANCE WITH LACDA'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	64
8.59	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	65
8.60	TIME OFF FOR VOTING.....	65
8.61	LICENSE .....	65
8.62	INTELLECTUAL PROPERTY OWNERSHIP.....	68
8.63	DAMAGE LIMITATIONS.....	68
8.64	DATA DESTRUCTION .....	69
8.65	TESTING .....	70
8.66	LACDA DATA .....	70
8.67	DATA ENCRYPTION.....	71
8.68	INTEGRATION/INTERFACING .....	72
8.69	COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION.....	72
8.70	CONTINUOUS SYSTEM SOFTWARE SUPPORT .....	73
8.71	TIME IS OF THE ESSENCE.....	74
8.72	NO OFFSHORE WORK .....	74
8.73	COUNTERPARTS .....	74
8.74	SEVERABILITY .....	74
8.75	CONTRACT DRAFTED BY ALL PARTIES.....	74
8.76	NO THIRD PARTY BENEFICIARIES .....	75
8.77	SURVIVAL.....	75
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS (each if applicable).....</b>	<b>75</b>
9.1	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM.....	75
9.2	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	76
9.3	DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM.....	77
9.4	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING.....	78
	<b>SIGNATURES .....</b>	<b>80</b>

# REQUIRED CONTRACT PROVISIONS TABLE OF CONTENTS

## **STANDARD EXHIBITS**

A	STATEMENT OF WORK
B	PRICING SCHEDULE
C	TECHNICAL EXHIBITS (INTENTIONALLY OMITTED)
D	CONTRACTOR'S EEO CERTIFICATION
E	LACDA'S ADMINISTRATION
F	CONTRACTOR'S ADMINISTRATION
G	FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
H	JURY SERVICE ORDINANCE
I	SAFELY SURRENDERED BABY LAW
J	DEFAULTED PROPERTY TAX PROGRAM
K	INFORMATION SECURITY AND PRIVACY REQUIREMENTS (INTENTIONALLY OMITTED)
L	CONTRACTOR ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT (INTENTIONALLY OMITTED)
M	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT (INTENTIONALLY OMITTED)
N	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT (INTENTIONALLY OMITTED)
O	ESCROW AGREEMENT

**CONTRACT BETWEEN  
LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY  
AND  
YARDI SYSTEMS, INC.**

**FOR  
PUBLIC HOUSING AND SECTION 8 ADMINISTRATION SOFTWARE  
SERVICES**

This Contract and Exhibits made and entered into this 31<sup>st</sup> day of August, 2023 by and between the Los Angeles County Development Authority, hereinafter referred to as LACDA 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 and Section 8 Administration Software Services (Housing System) Solution and provides services related thereto;

**WHEREAS**, LACDA 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 LACDA; (b) perform certain modifications and customizations to the Housing System necessary to meet LACDA's software solution necessary to meet LACDA's functional, technical and/or business requirements; and (c) perform other related work as requested by the LACDA and agreed by Contractor, subject to the terms and conditions of this Agreement;

**WHEREAS**, Contractor has submitted a proposal to the LACDA 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 \_\_\_\_\_, 2023, the LACDA's Board of Commissioners ("Board") delegated authority for the LACDA's Executive Director, or duly authorized designee (hereinafter jointly referred to as the ("Executive Director")) to execute contracts for Public Housing and Section 8 Administration Software services;

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



## 1. 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
- 1.5 EXHIBIT E - LACDA's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Defaulted Property Tax Reduction Program
- 1.11 EXHIBIT K - Information and Security Requirements (INTENTIONALLY OMITTED)
- 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 LACDA, and (iii) not otherwise to be provided to LACDA under this Contract as an Update to the System Software, which Contractor may provide upon LACDA's request therefor in the form of Optional Work in accordance with Subparagraph 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 LACDA's property management and accounting, and related business purposes.
- 2.4 Contract or Agreement:** This agreement executed between LACDA 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 LACDA.
- 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):** LACDA 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 LACDA Project Director, in LACDA 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 LACDA under this Contract as part of the Optional Work or other services provided pursuant to this Contract.
- 2.11 Designated User or DU:** A LACDA employee designated by LACDA 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 LACDA Data:** All of the LACDA Confidential Information, data, records, and information of LACDA to which Contractor has access, or otherwise provided to Contractor under this Contract.
- 2.14 LACDA Project Director:** Person designated by LACDA with authority for LACDA on contractual or administrative matters relating to this Contract that cannot be resolved by the LACDA's Project Manager.
- 2.15 LACDA Project Manager:** Person designated by LACDA'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, LACDA or Contractor to (a) translate or convert data from a LACDA or Contractor format into another format used at LACDA as a standard format; or (b) translate or convert data in a format used by LACDA or a third-party to a format supported at LACDA 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 LACDA 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 LACDA.

- 2.19 Optional Work:** System Customizations and/or Professional Services, which may be provided by Contractor to LACDA upon LACDA's request and approval in accordance with Sub-paragraph 3.4.
- 2.20 Password:** the unique username and password assigned by LACDA 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 LACDA 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 LACDA'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 LACDA 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 LACDA 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 LACDA.
- 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 LACDA'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 LACDA, 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 LACDA'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** LACDA may initiate Optional Work by providing written notice of the desired services to Contractor, and Contractor will advise LACDA of Contractor's availability and schedule for performing the Optional Work. Contractor's performance of the Optional Work shall be subject to LACDA's written acceptance of: (i) Contractor's schedule for meeting LACDA'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 LACDA 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 LACDA's issues when providing Support Services. LACDA'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). LACDA may discuss the impact of an application support issue with Contractor and, based on the impact to LACDA's business, Contractor shall have the right to prioritize application support requests according to the application support issue's impact on LACDA. Generally, Contractor will prioritize support requests in the following order:

Priority: LACDA 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 LACDA'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 LACDA'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 LACDA'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 TERMS OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing upon approval by LACDA'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 LACDA 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 LACDA Project Director at the address herein provided in Exhibit E - LACDA's Administration.

## 5.0 CONTRACT SUM

- 5.1 The Contractor shall submit to the LACDA an invoice, on a form approved by the LACDA, 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 LACDA 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 Two Million Seven Hundred Ninety-Three Thousand Four Hundred Eighty-Six and 99/100 Dollars (\$2,793,486.99), which shall include all related expenses (**Contract Sum**).
- 5.2 The Contractor shall be paid in accordance with the LACDA'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 LACDA'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 LACDA to reimburse Contractor for all applicable California and other state and local sales/use taxes on all System Software provided by Contractor to LACDA 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 LACDA 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 LACDA 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. LACDA 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 LACDA if the admission and/or settlement requires any action on the part of the LACDA 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 LACDA 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 LACDA 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 LACDA and shall promptly, following Contractor's discovery of the improper payment, repay all such funds to LACDA. Payment by LACDA for services rendered after expiration/termination of this Contract shall not constitute a waiver of LACDA'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, LACDA 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 LACDA 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 LACDA 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 LACDA within 30 days of LACDA's receipt of the invoice. If LACDA 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 LACDA, 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 LACDA in accordance with Exhibit B (Pricing Schedule).

5.6.5 All invoices and supporting documentation shall be submitted to:

- Email Address: [maryann.robles@lacda.org](mailto:maryann.robles@lacda.org); or
- Two copies to the following address:  
Los Angeles County Development Authority  
700 W. Main Street  
Alhambra, CA 91801  
Attn: Procurement Unit, Maryann Robles

5.6.6 The LACDA 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 LACDA Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the LACDA's Project Manager prior to any payment thereof. In no event shall the LACDA 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 LACDA. The Contractor shall submit a revised invoice when requested by the LACDA in accordance with Section 5.6.6.

**5.6.9 Invoice Discrepancies**

The LACDA'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 LACDA's notice of discrepancies and disputed charges. If the LACDA'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 LACDA, 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 - LACDA**

### **LACDA ADMINISTRATION**

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

### **LACDA Personnel**

LACDA shall assign a Project Director and a Project Manager to provide overall management and coordination of the Contract and act as liaisons for the LACDA. The LACDA Project Director shall provide information to the Contractor in areas

relating to policy and procedural requirements and the LACDA Project Manager will monitor the Contractor's performance during the Term of the Contract. LACDA 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 - LACDA's Administration, of this Contract at the time the Contract is executed and notify the Contractor as changes occur.

## **6.1 LACDA'S PROJECT DIRECTOR**

- 6.1.1** The LACDA's Project Director is designated in Exhibit E – LACDA's Administration. The LACDA shall contact the Contractor in writing of any changes in the name or address of the LACDA's Project Director.
- 6.1.2** The LACDA's Project Director shall be responsible for ensuring that the objectives of this Contract are met, coordinating and ensuring LACDA'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 LACDA's Project Director is responsible for providing overall direction to Contractor in the areas relating to the LACDA policy, information requirements, and procedural requirements.
- 6.1.4** The LACDA'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 LACDA in any respect whatsoever.

## **6.2 LACDA'S PROJECT MANAGER**

- 6.2.1** The responsibilities of the LACDA'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 LACDA'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 LACDA 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. LACDA 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 LACDA 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 LACDA'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 LACDA 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 LACDA personnel regarding the operation of the Contract.

### **7.3 Notice of Personnel Changes**

The Contractor shall inform the LACDA 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 LACDA 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 LACDA reasonably requests Contractor in writing to change Contractor's staff performing work hereunder, Contractor agrees to use commercially reasonable efforts to accommodate LACDA'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 LACDA premises in accordance with the LACDA specifications. Specifications may change at the discretion of the LACDA and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the LACDA's approval prior to the Contractor implementing the use of the badge. The Contractor staff, while on duty or when entering a LACDA 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 LACDA representative to leave a LACDA facility if they do not have the proper LACDA 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 LACDA 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 LACDA 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 LACDA's request.
- 7.6.3 The LACDA, 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 LACDA'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 LACDA'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, LACDA Data, (v) any information relating to either party's customers, (vi) the LACDA's users, patients, partners, or personnel, (vii) Contractor's SSAE18 SOC 1 and SOC 2 audit reports and PCI DSS attestations of compliance and any information related to SSAE18 SOC 1 and SOC 2 audit reports and/or PCI DSS evidence 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. LACDA acknowledges and agrees that 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 section 7.7.10.



- 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 LACDA Project Director whenever changes in personnel occur.
- 7.7.12** All of the LACDA Data is deemed confidential, and shall be and remain the property of LACDA and LACDA shall retain exclusive rights and ownership thereto. The LACDA 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 LACDA 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 LACDA Data in such aggregated or compiled pool is identifiable as originating from, or can be traced back to, LACDA or a LACDA 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 LACDA or otherwise, Personally Identifiable Information, pertaining to LACDA'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 LACDA. 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 LACDA 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 LACDA's Project Director. For any Optional Work requested by LACDA, 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 LACDA'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. LACDA 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 LACDA'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 LACDA'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 LACDA reserves the right to add and/or change such provisions as required by the LACDA'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 LACDA'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 LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, the LACDA's consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the LACDA to any approved delegate or assignee on any claim under this Contract shall be deductible, at LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA.
- 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, LACDA 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 LACDA and provides LACDA 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 LACDA'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, LACDA 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 LACDA's requirements and expectations.

- 8.3.3 This warranty is not intended to prevent the Contractor from incorporating its License File which enforces LACDA'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 LACDA's License. LACDA 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 LACDA's Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to LACDA 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 LACDA 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 LACDA 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, LACDA'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. LACDA 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**"). LACDA'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 LACDA by Contractor under this Contract are not commercially reasonable, then Contractor will notify the LACDA and LACDA may terminate this Contract. In the event LACDA terminates this Agreement per this Sub-Paragraph 8.3.7, Contractor will refund to LACDA, on a pro-rata basis, the annual fees paid by LACDA to Contractor within the year prior to the effective date of LACDA's termination. THE FOREGOING REMEDY IS LACDA'S SOLE REMEDY IN THE EVENT OF CONTRACTOR'S BREACH OF THE WARRANTIES SET FORTH IN THIS CONTRACT.

## **8.4 USERS AND PASSWORDS**

LACDA agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. LACDA'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. LACDA 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. LACDA shall be responsible for maintaining Designated User Password security. LACDA shall inform each Designated User of this

Agreement's terms and restrictions and shall enforce such restrictions. LACDA agrees to notify Contractor if LACDA 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 LACDA's Board adopts, in any fiscal year, a LACDA Budget which provides for reductions in the salaries and benefits paid to the majority of LACDA employees and imposes similar reductions with respect to LACDA contracts, the LACDA 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 LACDA'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 LACDA with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The LACDA will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.3 If the LACDA requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for LACDA'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 LACDA for approval before implementation.
- 8.6.5 The Contractor shall preliminarily investigate all complaints and notify the LACDA'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 LACDA'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-DISCRIMINATORY 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 LACDA 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 LACDA 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 LACDA, 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 LACDA employee whose position with the LACDA 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 LACDA's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the LACDA'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 LACDA. 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 LACDA 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 LACDA employees who are targeted for layoff or qualified, former LACDA 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](http://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 LACDA'S QUALITY ASSURANCE PLAN**

The LACDA 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 LACDA 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 LACDA 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 LACDA 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 LACDA 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, LACDA may make any necessary repairs. All costs incurred by LACDA, as determined by LACDA, 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 LACDA, its agents, officers, and employees from employer sanctions and any third party claims or liability which may be assessed against the Contractor or the LACDA 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. LACDA 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 LACDA if the admission and/or settlement requires any action on the part of the LACDA or impacts its name or reputation.

## **8.22 FACSIMILE REPRESENTATIONS**

The LACDA 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 LACDA 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 LACDA may be found jointly or solely liable. LACDA 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 LACDA if the admission and/or settlement requires any action on the part of the LACDA 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, LACDA 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 Los Angeles, California.

## **8.26 INDEPENDENT CONTRACTOR STATUS**

8.26.1 This Contract is by and between the LACDA 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 LACDA 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 LACDA 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 LACDA. 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 LACDA, the County of Los Angeles ("**County**"), and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all 3<sup>rd</sup> 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 "**3<sup>rd</sup> 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 LACDA or County. If applicable, the Contractor agrees to require any and all entities with which it contracts to provide services directly for LACDA to agree to and abide by the above-mentioned indemnification requirements in favor of the LACDA 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 LACDA to agree to and abide by the above-mentioned indemnification requirements in favor of the LACDA 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 LACDA, its officers, employees, and agents, from and against any and all 3<sup>rd</sup> 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 LACDA'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 LACDA 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 LACDA and based on specifications provided by LACDA when Contractor has advised LACDA of potential infringement in writing; (B) LACDA's use of the Indemnified Items in excess of the rights granted hereunder; or (C) LACDA's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to LACDA 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) LACDA 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) LACDA's reasonable cooperation with Contractor in the defense and settlement of the claim. Notwithstanding the foregoing, LACDA 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 LACDA'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 LACDA's continued use of the system is not materially impeded, shall either: (a) Procure for LACDA 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 LACDA's then-current annual fees (to the extent previously paid) determined by dividing the number of days

remaining in LACDA's then-current annual license period (as of the termination effective date) by 365 and multiplying by LACDA'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 LACDA, 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 LACDA 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 LACDA**

- Certificate(s) of insurance coverage (Certificate) satisfactory to LACDA, and a copy of an Additional Insured endorsement confirming LACDA and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to LACDA at the address shown below and provided 15 business days prior to commencing services under this Contract.
- Renewal Certificates shall be provided to LACDA not more than fifteen business days after the Contractor's policy expiration dates. The LACDA 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 LACDA required endorsement forms. The LACDA 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 LACDA's failure to obtain, nor the LACDA'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:

Los Angeles County Development Authority  
700 W. Main Street  
Alhambra, CA 91801  
Attn: Procurement Unit, Maryann Robles

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

The Contractor also shall promptly notify the LACDA 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 LACDA.

#### **8.28.2 Additional Insured Status and Scope of Coverage**

The LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively **LACDA 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 LACDA. LACDA 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 LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA'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 LACDA with, or the Contractor's insurance policies shall contain a provision that the LACDA 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 LACDA 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 LACDA, upon which the LACDA 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 LACDA immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The LACDA, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the LACDA 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 LACDA with A.M. Best ratings of not less than A:VII unless otherwise approved by LACDA.

#### **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 LACDA 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 LACDA 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 LACDA 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 LACDA and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the LACDA'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 LACDA to pay any portion of any Contractor deductible or SIR. The LACDA 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 LACDA 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 LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.28.14 LACDA Review and Approval of Insurance Requirements**

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon LACDA'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 LACDA 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 LACDA, 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 LACDA as the Alternate Employer, and the endorsement form shall be modified to provide that LACDA 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 policy number 0312-7202 LACDA 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 LACDA, 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 LACDA

### **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 LACDA 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 LACDA.

8.32.7 If the LACDA 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 LACDA may terminate or suspend this Contract.

While the LACDA 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

LACDA 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 LACDA 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 LACDA 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 LACDA 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 LACDA agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay

their performance hereunder, except for any performance which LACDA determines should be delayed as a result of such dispute.

8.35.3 If Contractor fails to continue without delay its performance hereunder which LACDA, 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 LACDA 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 LACDA for such costs. Contractor shall promptly reimburse LACDA for such LACDA costs, as determined by LACDA, or LACDA may deduct all such additional costs from any amounts due to Contractor from LACDA.

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

8.35.5 In the event of any dispute between the parties with respect to this Contract, Contractor and LACDA 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, LACDA'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 LACDA's rights and shall not be deemed to impair any claims that LACDA may have against Contractor or LACDA'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 LACDA's Project Manager and/or LACDA's Project Director any dispute between the LACDA 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](http://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 - LACDA'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 LACDA under this Contract.

### **8.39 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the LACDA 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 LACDA'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 LACDA. 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 LACDA 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 LACDA 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 LACDA from all costs and expenses, including reasonable attorney's fees, in action or liability relating to such action. LACDA 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 LACDA if the admission and/or settlement requires any action on the part of the LACDA 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 LACDA 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 LACDA without the prior written consent of the LACDA's Project Director. The LACDA shall not unreasonably withhold written consent.

8.41.2 The Contractor may, without the prior written consent of LACDA, indicate in its proposals and sales materials that it has been awarded this Contract with the LACDA 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 LACDA, 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 LACDA during the term of this Contract and for a period of five years thereafter unless the LACDA'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 LACDA 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 LACDA 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 LACDA conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the LACDA's dollar liability for any such work is less than payments made by the LACDA to the Contractor, then the difference shall be either: a) repaid by the Contractor to the LACDA 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 LACDA, whether under this Contract or otherwise. If such audit finds that the LACDA's dollar liability for such work is more than the payments made by the LACDA to the Contractor then the difference shall be paid to the Contractor by the LACDA by cash payment, provided that in no event shall the LACDA's maximum obligation for this Contract exceed the funds appropriated by the LACDA 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 LACDA, submit to the LACDA a complete set of the then-current financial statements, audited if available, for the most recent 12 month period. In addition, the LACDA may request Contractor to submit a statement regarding any pending litigation since Contractor last reported same to the LACDA. The LACDA 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 LACDA'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 LACDA 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 LACDA**. Any attempt by the Contractor to subcontract without the prior consent of the LACDA 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 LACDA'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 LACDA.
- 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 LACDA's approval of the Contractor's proposed subcontract.
- 8.44.5 The LACDA's consent to subcontract shall not waive the LACDA'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 LACDA right.
- 8.44.6 The LACDA's Project Manager is authorized to act for and on behalf of the LACDA with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the LACDA, Contractor shall forward a fully executed subcontract to the LACDA 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 LACDA'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 LACDA from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Development Authority  
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 COUN'Y'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 LACDA 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 LACDA 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 LACDA, 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 LACDA, 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 LACDA may, by written notice to the Contractor, terminate the whole or any part of this Contract if in the judgment of LACDA'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 LACDA may authorize in writing) after receipt of written notice from the LACDA specifying such failure.

8.47.2 If LACDA desires to terminate pursuant to section 8.47.1 the LACDA shall deliver to Contractor a written notice of the material breach. Upon receipt of the written notice from LACDA, 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 LACDA'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 LACDA's delivery of written notice after expiration of the applicable cure period.

8.47.3 In the event that the LACDA terminates this Contract in whole or in part as provided in Subparagraph 8.46.1, the LACDA may procure, upon such terms and in such manner as the LACDA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the LACDA for any and all excess costs incurred by the LACDA, as determined by the LACDA, 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 LACDA 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 LACDA has given notice of termination under the provisions of this Subparagraph 8.47, it is determined by the LACDA 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 LACDA 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 LACDA 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 LACDA 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 LACDA 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 LACDA officer or employee to solicit such improper consideration. The report shall be made either to the LACDA manager charged with the supervision of the employee or to the LACDA 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 LACDA 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 LACDA 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 LACDA'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 LACDA 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 LACDA 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 LACDA shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the LACDA's future fiscal years unless and until the LACDA's Board of Supervisors appropriates funds for this Contract in the LACDA'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 LACDA 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 LACDA 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 LACDA 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 LACDA all completed Services and Services in progress, in a media reasonably requested by LACDA. (c) LACDA 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) LACDA shall cease Use of the Yardi Cloud, Yardi Cloud Services, System Software, and Documentation, (e) Contractor shall return to LACDA, on a pro-rata basis, all monies prepaid by LACDA, yet unearned by Contractor, if applicable, (f) Contractor shall promptly return to LACDA any and all of the LACDA's Confidential Information that relates to the portion of the Contract or Services terminated by LACDA, including all LACDA 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 LACDA has obligations that it cannot satisfy without use of the System provided to LACDA hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to LACDA 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 LACDA in the transition of LACDA to a new system, toward the end that there be no interruption of LACDA'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 LACDA in extracting and/or transitioning all LACDA 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, LACDA may request Contractor to provide services in the form of Optional Work to assist LACDA to transition System operations from Contractor to LACDA or LACDA's designated third party (**Transition Services**). Upon LACDA's request for Transition Services, LACDA 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 LACDA any and all LACDA Confidential Information, including LACDA Data that relate to that portion of the Contract and Services terminated by LACDA.

## 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 LACDA SEAL**

The LACDA claims right, title, and interest in and to certain intellectual property, including but not limited to, the current and former LACDA seals (LACDA Seals). Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the LACDA Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the LACDA Seals, or (ii) create derivative works of the LACDA Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the LACDA Seals, whether in whole or in part, without the prior written consent of the LACDA, 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 LACDA of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LACDA 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 LACDA, 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 LACDA 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 LACDA, percentage, brokerage, or contingent fee.

## **8.58 WARRANTY OF COMPLIANCE WITH LACDA'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the LACDA has established a goal of ensuring that all individuals and businesses that benefit financially from LACDA through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon LACDA 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 LACDA 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 LACDA 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 LACDA 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 Contractor'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.** LACDA 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, LACDA not in any way disassemble, decompile or reverse engineer, nor shall any attempt to do same be undertaken or knowingly permitted by LACDA, except to the extent permitted by applicable law or authorized by Contractor. LACDA 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. LACDA 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 LACDA to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Software to LACDA 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 LACDA and LACDA's agents and assigns, to use the Third Party Software for LACDA's business purposes and activities. For the avoidance of doubt, Contractor shall support and maintain, at no additional charge to LACDA, 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 approximately US\$315.00/year), Contractor agrees to enroll Client as a beneficiary of the software escrow agreement ("Software Escrow Agreement") with NCC Group Software Resilience (NA), LLC (formerly Iron Mountain and, before that, DSI Technology Escrow Services, Inc.) ("Escrow Agent") for release of the source code for the Licensed Software (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. Contractor 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, Contractor 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, Contractor 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 Software.
- e) Maintenance of Escrow Agreement. During the term of this Agreement, Contractor 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, LACDA shall have the following rights: (i) in the event of a rejection of this Contract or any agreement supplementary hereto, LACDA 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 LACDA because of the rejection of this Contract; (ii) in the event of a rejection of this Contract or any agreement supplementary hereto, LACDA 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 LACDA to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of LACDA as LACDA 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 LACDA in accordance with the Escrow Agreement; and (iii) in the event of a rejection of this Contract or any agreement supplementary hereto, LACDA 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 LACDA Data.** All LACDA Data provided or made accessible by LACDA to Contractor is and shall remain the property of LACDA. Upon termination or expiration of the Contract for any reason, or upon LACDA's written request at any time, the Contractor shall provide LACDA or otherwise make available for LACDA's download or retrieval, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the LACDA's request, any LACDA Data (including any LACDA Data or information stored as part of the System Software) or other proprietary data belonging to the LACDA stored within the System. Such data will be provided to the LACDA in a mutually agreed upon format. At the LACDA'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.** LACDA 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 LACDA 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 LACDA 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 LACDA 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) LACDA'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) LACDA'S OBLIGATION TO PAY UNDISPUTED FEES IN ACCORD WITH THIS AGREEMENT, (ii) LACDA'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 LACDA 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 LACDA, or external to the LACDA's boundaries. The LACDA 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 LACDA 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 LACDA with a written certification within ten business days of removal of any electronic storage equipment and devices that validates that any and all LACDA Data was destroyed and is unusable, unreadable, and/or undecipherable.

## **8.65 TESTING**

LACDA 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, LACDA 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 LACDA all amounts paid by LACDA 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 LACDA's notice of cancellation pursuant to this section 8.65 (Testing).

## **8.66 LACDA DATA**

**8.66.1 LACDA Data Storage.** Subject to force majeure events, Contractor agrees to store LACDA 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 3<sup>rd</sup> party access to its computer systems storing LACDA Data; (ii) use available encryption technology generally used in the trade to prevent unauthorized 3<sup>rd</sup> party access to LACDA 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 implemented practices

described by Contractor's current Statement on Standards for Attestation Engagements No. 18 (SSAE 18) SOC 1, and SOC 2, audit reports (or a subsequent successor standard). Notwithstanding the foregoing or anything to the contrary in this Contract, Contractor shall not be liable to LACDA 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 LACDA Data; (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to LACDA 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 LACDA Data storage or transmission will be inaccessible to unauthorized third parties. Contractor shall notify LACDA of any unauthorized 3<sup>rd</sup> party access to LACDA 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 LACDA in the event of any unauthorized third party access to LACDA Data or LACDA 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 3<sup>rd</sup> party access to LACDA Data or LACDA Data transmissions.

## 8.67 DATA ENCRYPTION

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

Contractor and Subcontractors that electronically transmit, or store, personal information (PI), protected health information (PHI) (if any), and/or medical information (MI) (if any), entered into or otherwise transmitted into the database associated with the Licensed Software (collectively, **"System Data"**), with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act (HIPAA) of 1996, and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

#### **8.67.1 Stored Data**

Contractor will encrypt stored System Data with the methods (and, at LACDA's election, the elective methods) described in Contractor's then-current SSAE18 SOC 1, and SOC 2, audit reports and Contractor's then-current standardized information gathering (SIG) questionnaire.

#### **8.67.2 Transmitted Data**

Contractor will encrypt System Data transmissions with the methods described in Contractor's then-current SSAE18 SOC 1, and SOC 2, audit reports.

#### **8.67.3 Certification**

Upon Client's request, Contractor agrees to provide a copy of its then-current SSAE18 SOC 1, and SOC 2, Audit reports for Client's review. Failure on the part of the Contractor to comply with any of the provisions of this section 8.67 (Data Encryption) shall constitute a material default of this Contract upon which the LACDA may, pursuant and subject to Section 8.47 (Termination for Default): (i) terminate this Contract; or (ii) suspend this Contract.

### **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 LACDA's software, computers, equipment, and electronic communications systems (in this Paragraph 8.69, LACDA systems), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such LACDA systems are intended for legitimate business use related to LACDA's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and LACDA in the use of or access to LACDA systems and that all communications made with such LACDA systems or equipment by or on behalf of Contractor are subject to LACDA's scrutiny, use, and disclosure, in LACDA's discretion. LACDA 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 LACDA 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 LACDA. This also includes, without limitation, any electronic communication system that has been used to access any of LACDA 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 LACDA), to protect LACDA 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 LACDA. LACDA 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 LACDA systems. Contractor also acknowledges that LACDA 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 LACDA property or used to access LACDA Confidential Information or LACDA 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 LACDA. 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, LACDA, 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 Section 8.70 (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 LACDA 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 LACDA, 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 LACDA reasonable training for purposes of learning the Replacement Product at no cost to LACDA; (e) All license terms and conditions shall remain as granted herein with no additional fees imposed on LACDA; 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 LACDA Confidential Information, LACDA's intellectual property or any LACDA 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 LACDA 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 LACDA'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 LACDA 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 LACDA any difference between the contract amount and what the LACDA'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 LACDA'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 LACDA 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 LACDA 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 LACDA any difference between the contract amount and what the LACDA'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 LACDA 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 LACDA'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 LACDA 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 LACDA any difference between the contract amount and what the LACDA'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.

**<SIGNATURE PAGE FOLLOWS>**

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the LACDA, 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 \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Emilio Salas, Executive Director  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

\_\_\_\_\_  
Date

## 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 – LACDA 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 – (INTENTIONALLY OMITTED)
- 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**

**STATEMENT OF WORK  
FOR  
PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE  
SERVICES**

**1.0 SCOPE OF WORK**

The Los Angeles County Development Authority (LACDA) is the County's affordable housing and community development agency. The LACDA helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The LACDA maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

**1.1 General Background**

The LACDA administers both the Section 8 Housing Choice Voucher and Public Housing programs. The Section 8 Housing Choice Voucher program, administered by the Housing Assistance Division (HAD) of the LACDA, currently assists approximately 25,000 families through a partnership with over 13,000 property owners. The Public Housing program, administered by the Housing Operations Division (HOD) of the LACDA, manages 3,229 units of public and other affordable housing throughout Los Angeles County.

The LACDA 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.

- **Hosted:** Hosted shall mean technology services from a provider who takes responsibility for hosting the physical servers running the service. Servers are located off-premise, with access typically provided through a direct network or internet connection.

- **Solution:** Solution shall mean as technology products that are already developed and are used throughout specific industry sectors.
- **Software-as-a-Service (SaaS) or Subscription:** Software-as-a-Service (SaaS) or Subscription shall mean the method of software delivery that allows t 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.
- **Virtual Private Cloud (VPC):** VPC shall mean an on-demand configurable pool of shared resources allocated withing a public cloud environment, providing a certain level of isolation between the different organizations using the resources.
- **Tasks:** 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 shall consists of a process of verifying that a Solution works for the LACDA.

## 2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor shall provide a hosted (fully managed) solution that will meet the LACDA's PHS needs as specified in the following Section 3, Specific Requirements.
- 2.2 The Contractor shall provide the availability and technical capability of a highly secure hosted infrastructure with Tier 4 Internet Data Centers for access to the Public Housing and Section 8 Administration Software Solution.
- 2.3 The Contractor shall provide Public Housing and Section 8 Administration Software Solution consulting services.

## 3.0 SPECIFIC WORK REQUIREMENTS

The Contractor shall provide Public Housing and Section 8 administration software services to the LACDA which includes the following functions:

### 3.1 Hosted Solution Requirements

The Contractor shall provide a Public Housing and Section Administration Software Solution tools for Hosted Solution with, but not be limited to, the following requirements:

- 3.1.1 Provide Public Housing and Section 8 administration software solution annual subscription maintenance;



- 3.1.2 Provide Advanced Intrusion Detection and Firewall;
- 3.1.3 Provide Software as a Service (SaaS), via a dedicated Virtual Private Cloud (VPC) environment that can provide the LACDA with the benefits of a round-the-clock data center which also allows LACDA to schedule and determine when version updates should be tested and installed;
- 3.1.4 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 LACDA's requirements;
- 3.1.5 Assist with the implementation of Public Housing and Section 8 Administration Software Solution as specified in the functional and technical requirements document;
- 3.1.6 Provide an assessment of the customer's current infrastructure readiness to transition to the Contractor hosted Public Housing and Section 8 Administration Software Solution; and
- 3.1.7 Integrate the County's Active Directory Federation Service.

### **3.2 Database and Technical Requirements**

The Contractor shall provide the following required database and technical products and capabilities with, but not be limited to, the following requirements:

- 3.2.1 Provide Software as a Service (SaaS) via a dedicated Virtual Private Cloud TEST environment to allow LACDA to test version updates and integrated custom applications;
- 3.2.2 Provide Microsoft SQL and XML applications such as a Internet based waiting list;
- 3.2.3 Deliver web services enabling queries for staff and clients (or clients' systems) to retrieve data online;
- 3.2.4 Define clear database layouts, data dictionary, database schema and diagram(s) with minimal data redundancy;
- 3.2.5 Define clear server, workstation and network resource needs;
- 3.2.6 Able to perform data maintenance and system updates quickly with minimal to no impact on users daily activities;
- 3.2.7 Perform data archiving utilities for the purpose of keeping large databases performing at optimal levels;

- 3.2.8 Provide Real-Time Utilities to monitor who's logged into the Solution, troubleshoot errors and monitor system performance;
- 3.2.9 Able to execute external applications and scripts across linked servers;
- 3.2.10 Optimize system performance between linked servers;
- 3.2.11 Allow parameters to be passed to external applications/websites (for example, user id, date/time, record ids, etc.); and
- 3.2.12 Allow LACDA to run SQL profiler for debugging and troubleshooting purposes for hosted solution;

### **3.3 Systems' Integration Requirements**

The Contractor shall meet systems' integration requirements to replace or provide equivalent functionality currently provided by, or integrated/interfaced with the, following in-house or third-party systems or services with, but not be limited to, the following requirements:

- 3.3.1 Provide an 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);
- 3.3.2 Provide HQS mobile inspections - iPad app developed by the LACDA which integrates with current provider;
- 3.3.3 Provide a mobile application for REAC inspections which is integrated with housing system for mobile inspections;
- 3.3.4 Provide a mobile application for work orders which is integrated with the housing system and mobile inspections;
- 3.3.5 Inspections Dashboard for management and inspectors to track and monitor inspection operations;
- 3.3.6 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;
- 3.3.7 Interactive (mobile) check-in system for our clients (owners, applicants, tenant, and the general public) to inform assigned case worker that the recipient of the scheduled appointment has arrived to tie in with the assigned case worker as identified in the system

based on the tenant, landlord, or applicant identification (system identification/Social Security #/Tax ID #);

- 3.3.8 Facilitate integration that allows the system to interface with LaserFiche (Document Management system) to view owner/tenant/other PHA related documents; and
- 3.3.9 Allow LACDA the ability to schedule an appointment with a LACDA representative in the Portals, this can be a standard function in the Portal, or as an integration to another software application.

### **3.4 General Functionality Requirements**

The Contractor shall provide a “Solution” with general functionality requirements which includes, but not be limited to, the following:

- 3.4.1 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 LACDA. 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;
- 3.4.2 Manage other Public Housing Agencies (PHA), if the LACDA chooses, at some future date, to provide 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 LACDA would be independent and must be tracked as independent Housing Authorities;
- 3.4.3 Able to add user-defined objects, either for delivered system's interface(s) or custom and configurable screens to be added by the LACDA, for other internal PHA tracking needs;

- 3.4.4 Individual and group security features by system function or user/group responsibilities by module, screen, and/or specific fields where needed;
- 3.4.5 Force staff to clear all warnings before the 50058 can be approved. Built-in 50058/50059 processes with full Public Housing and Information Center (PIC) / Tenant Rental Assistance Certification System (TRACS) compatibility including format, validation, and submission. These processes must be in accordance with applicable HUD technical guidelines. For example, 50058 processing must be in compliance with PIC's validations according to the 50058 Instructions Booklet and HUD's Technical Reference Guide Book;
- 3.4.6 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;
- 3.4.7 Capability to allow users to print, view, and/or export reports and forms in various formats;
- 3.4.8 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;
- 3.4.9 Help Screens to include glossary for field uses and terminology;
- 3.4.10 Automated scheduler function that allows staff to create "scheduled" reports that can be saved or emailed to the user or distribution of users;
- 3.4.11 Reports filtering should allow for results based on any range of time and/or any other filter criteria identified;
- 3.4.12 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;
- 3.4.13 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);
- 3.4.14 System Manual (user guides) to include glossary for field uses and terminology. Furthermore, the vendor must also provide updated manuals (as changes occur);

- 3.4.15 Provide technical and end-user training for implementation. Online courses and webinars should be provided to keep the LACDA abreast of compliance or system updates; and
- 3.4.16 Provide the user with a status on reports, or posting feature to determine whether the report/feature is still running or if the request was successful.

### **3.5 Public Housing REquirements**

The Contractor shall meet the following public housing requirement functionalities required for the solution by the LACDA's HOD which includes, but not be limited to, the following:

- 3.5.1 Built in support for Lockbox Rent Collection from Tenants (Public Housing, Rental Housing Construction Program (RHCP), and the Affordable Programs);
- 3.5.2 Built-in support for Automated Clearing House (ACH) for pre-authorized debits to tenants' bank accounts (rent charge collection) via a debit file creation and ACH credits to prepaid cards issued for Utility Reimbursements (URPs). The Solution should distinguish between URPs via an ACH credit to a prepaid card and payments made to the PHA via an ACH debit to the payers account. The Solution should have the capability to automatically disable the Electronic Funds Transfer (EFT) payment method for Public Housing (PH), RHCP, and Affordable Housing (AFF) tenants who are no longer eligible for URPs, including ability to disable the ACH flag in the event of a legal action or demise of a single member household;
- 3.5.3 Provide automation to individual sites for the monthly rent statements (to include tenant ID, name, unit address, current charge, outstanding balances, and # of days delinquent);
- 3.5.4 Provide illustrations and tools which facilitate the audit and approval/denial of monthly scheduled charges at various functional or hierarchical roles by site;
- 3.5.5 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 offline extension;
- 3.5.6 Provide 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 programs administered by the HOD;

- 3.5.7 Provide the capability to track Job Plus Income Disregard (JPEID) eligibility phases, member activity, such as but not limited to the interview process, employment related services/assessments, job/internship training, education, training opportunities, and events tracking. The Solution should also have the capability to generate resident statistical data and all other reporting requirement needs according to the U.S. Department of Housing and Urban Development. The tracking must also account for the regular Earned Income Disregard (EID) as per HUD regulations;
- 3.5.8 Deliver the functionality for Community Service and Self-Sufficiency Requirements (CSSR) where the LACDA can adequately track the CSSR requirements by adult member living in PH as mandated by HUD, including any Work-Out Agreements for failure to comply with the CSSR requirements. Tracking includes the CSSR Self-Certifications (i.e., community service type, hours, and agency contact (to verify community service hours/type);
- 3.5.9 Performance Report for the Public Housing, (mirrors the Public Housing Assessment Systems HUD reporting), 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 turnaround 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;
- 3.5.10 Provide 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 PH, AFF, and RHCP 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;
- 3.5.11 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;
- 3.5.12 Maintenance Work Order system, fully integrated with Inventory Management by site/AMP. Solution should account and track for all Assets, including appliances, vehicles, materials used and materials restocked by Site/AMP;



- 3.5.13 Support Work Order mobile applications to allow staff to record and track their work orders (emergency/non-emergency/routine work orders, etc.) assignments via the mobile devices. The Work Order Application must sync all new/completed work orders in real time from the employee's mobile device to the system. Application must allow the employee to record the in/out time, travel time, account for the materials used, ability to add notes and photos, including the ability to allow multiple employees to update the same work order(s) assignment when working with one or more employees. Solution must update the Inventory Management Module as per the materials used for each assigned work order. In addition, Work Order Reports must reflect all items noted in this section by employee/Site/AMP, including the # and status by days since date Called status for all open/closed work orders (i.e., Routine, Quality Control, Administrative, Make Ready, etc.);
- 3.5.14 Conform to the Uniform Physical Condition Standards (UPCS) inspection requirements via the mobile devices. The Solution must capture and sync inspection assignments from the software to the inspection mobile devices and back to the software in real time to include the inspection results. Inspection Reports must account for the inspections completed via the mobile devices, time spent per inspection, ability to add photos during the inspection/audio notes, spell check for any written notes, and ability for the inspector/resident to e-sign the inspection report. Solution should also tie-in with the parent inspection when follow-up inspection(s) are required;
- 3.5.15 Property/Unit Management must include the tracking of details regarding location of all utility meters (water, gas, and electricity) by site/unit/AMP. Additionally, the system should have the ability for staff to record the square footage of the unit, # of bedroom, bathrooms, and ADA Units by Type (i.e., mobile, visual, audio, full/partial accessible unit, etc.);
- 3.5.16 Management Dashboard for the AFF and PH programs that provides a daily Property summary activity such as, but not limited to: # of inspections scheduled and completed by site/employee, type of inspection, # of annuals completed/delinquent/in progress by anniversary date and assigned case manager, # of leased/vacant & offline units, # of daily appointments by employee, case load listing, # of open Deposit Accounts items pending/delinquent not yet submitted/completed, # of residents in litigation, # of Make Ready Work Orders, # of open/closed Emergency Work Orders by Property/AMP/Employee, # of open/closed Non-Emergency Work Orders by Property/AMP/Employee, Number of total ACC Units by



Property/AMP, and # of residents on Notice to anticipate the number of the up-coming potential vacant units;

- 3.5.17 Provide Employee Dashboard that provides a daily summary for staff to manage/monitor their pending assignments and appointments, such as but not limited to: Annual re-exams Due/Pending/Delinquent, UPCS Inspection Schedule, # of inspections due, # Residents within their caseload, Residents with Outstanding Balances, # of cases in litigation, # of pending Deposit Accounting assignments # of applications in process, # of Unit Offers, and number of units in Make Ready status;
- 3.5.18 Provide an Inspections Dashboard or functionality that allows staff to schedule and assign inspections in mass batches based on the next inspection due date. The functionality must also allow staff to generate mass inspection notices and print an inspection schedule by scheduled batch. In addition, the dashboard must have the capability to monitor the daily progress for scheduled inspections by inspector (internal or outsource vendor inspectors) in real time, including the ability to identify the inspections completed via the inspection mobile devices. The system must also include the functionality to alert staff regarding any outstanding pending/past due inspections;
- 3.5.19 Provide allowance to staff within a specific role to create ADHOC Reports;
- 3.5.20 Ability to track Over Income households in the PH Program according to HUD regulations. Thus allowing staff to issue proper notices to the households at each phase, including ending housing assistance in a timely manner;
- 3.5.21 Tracking mechanism to adequately account all transfer requests according to the LACDA's hierarchy transfers policies;
- 3.5.22 Functionality that allows HOD to track all Unit Offers, # of Unit Offers, Date Unit Offered, and Date Response Due; and
- 3.5.23 Provide associated reports for any custom and/or vendor programmed tracking mechanisms.

### **3.6 Section 8 Program Requirements**

The Contractor shall provide the following functionalities required by the LACDA's HAD which includes, but not be limited to, the following:

- 3.6.1 SEMAP Compliance Tracking and Reporting;
- 3.6.2 Include VMS reporting requirements;

- 3.6.3 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;
- 3.6.4 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;
- 3.6.5 Facilitate Direct Deposit HAP payments to owners;
- 3.6.6 Built in feature to search for existing owner Tax ID or SSN. System should have the capability to identify existing SSN's or TIN's to allow users to determine if existing records is kept or new record created;
- 3.6.7 Capability generate Vendor Payment ledger with the ability to subtotal payments per month;
- 3.6.8 LACDA Portal (Portability) for other PHAs to electronically communicate with the LACDA by submitting/upload their billing information or voucher absorption changes. System should flag assigned staff to execute changes to ensure HUD compliance (according to portability requirements);
- 3.6.9 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. Also dashboard must have the capability to monitor daily progress for scheduled inspections by inspector;
- 3.6.10 Functionality to automatically schedule and assign inspections based on next inspection due date for both annual (10-months from the last inspection date pass) and biennial basis. 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). 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;

3.6.11 Ability to detect duplicate unit addresses and should incorporate the United States Postal Coding (USPC) for the validity of the address. System should issue warning regarding duplicate address entry; and

3.6.12 Portability Tracking and 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.

### **3.7 Common Requirements for both HAD and HOD**

The Contractor shall provide the following functionalities required by the LACDA which includes, but not be limited to, the following:

3.7.1 Built-in tracking that allows management to track all reasons for move-out and lease terminations and specified time frames;

3.7.2 Ability to track unit history (former tenants including user audit trail to track changes done by date/time/user ID);

3.7.3 Ability to track tenant history (moves, transfers to other units/properties, change in Head of Household (HOH), eviction history, including user audit trail to track changes done by date/time/user ID);

3.7.4 Ability to track users who delete approved 50058s;

3.7.5 System should allow management to execute a caseload distribution based on the LACDA's criteria, such as zip code, tenant name, and/or property/unit/AMP characteristics;

3.7.6 Verification of hierarchy tracking module to ensure compliance with HUD required levels of verification;

3.7.7 Include all Family Self Sufficient (FSS)tracking, including Portability, escrow balances, and reporting requirements to ensure HUD compliance;

3.7.8 Waiting List Management Dashboard for Section 8, Special Programs, AFF, and PH Applicants. The module should include

demographic and other reports on applicants, including, but not limited to # of applicants per wait list, # of applicants by City, average wait time, PHA preferences (for example but not limited to: homeless, veteran, domestic violence, jurisdiction, senior status, and # of homeless referrals by Community Based Organizations (CBO's);

- 3.7.9 Allow for waiting list selection based on program rules and track each selection respectively. A selection report should be available to illustrate preferences, resident/employment jurisdiction, position status on wait list, and other criteria to determine accuracy prior to the official selection from the respective waiting list;
- 3.7.10 Report-in capability to flag management if a household is registered for a wait list that is currently closed, including audit trails for changes made on the head of household record (promote to head of household);
- 3.7.11 Capability to track applications in process for each selection. Statistical reports to show, for example but not limited to, the total applications selected by batch, date selected, # of applications cancelled, # leased;
- 3.7.12 Enable mass cancellation of Waiting List applicants and ability to generate cancellation notices by batch;
- 3.7.13 Automatically identify possible duplicate tenants to avoid duplicate subsidies within the agency;
- 3.7.14 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;
- 3.7.15 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;
- 3.7.16 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 allow users to back date case 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;

- 3.7.17 Ability to record/track ADA Reasonable Accommodation or Modification requests by reason for the request, approvals, or denials for applicants and tenants;
- 3.7.18 Ability to record/track language preference (LEP requirement) by member and generate reports);
- 3.7.19 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, and income limit level), for each individual/households, service area (SPA), Asset Management Projects (AMPs) in the PH program, including County Supervisorial and Congressional Districts for any specified time frame;
- 3.7.20 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 LACDA Administrative Plan, Admissions and Continued Occupancy Policies (ACOP), Tenant Selection Plan, and have built-in 50058 and 50059 enforcements/validations/workflows throughout a process. System should provide reports to monitor workflow processes that can help management identify bottlenecks;
- 3.7.21 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;
- 3.7.22 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);
- 3.7.23 Functionality that provides staff with the ability to screen applicant/tenant Criminal Background checks according to the Program eligibility/continued requirements. Screening should capture Criminal Background Check information, including Registered Sex Offender status in real time with a return of the searches within 24-72 hours. The system vendor should offer a wide variety of options for Criminal Background Check reports, to ensure the agency is compliant with the suitability and eligibility application

process/requirements (applicant and/or new member ad-ons). System should allow staff the ability to pull Credit Check reports from Credit Bureau agencies. Reports should include but not limited to evictions, judgements, payment history, credit balances, etc.;

- 3.7.24 Ability to configure move-in decisions based on the Tenant Selection Plans/HUD Regulations/ and program eligibility requirements for all Credit Check and Criminal Background Checks. This will ensure consistency among staff for all denial/approval decisions made for applicants/new member add-ons for existing households. Function must also include detailed reports for management to monitor the criminal background/credit checks (i.e., denials/approvals), and related processing fees by Program/Property/AMP/Employee;
- 3.7.25 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 the # of errors, # of pass status files, incomplete QC files, by employee and error type, and translate them into reports to identify training needs and staff evaluations. The report should also allow the supervisor/management to record a dollar value amount that resulted in a staff error calculation or underpayment due to unreported income by the household;
- 3.7.26 Built-in Function that tracks all Tenant Payment Agreements (TPAs) for PH, AFF, RHCP, 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; and
- 3.7.27 Allow the LACDA to generate and successfully transmit the 50058 Family Reports to the Public Housing and Information Center (PIC) system, including the 50059 Monthly Voucher/Tenant Certifications via the integrated Multifamily Access eXchange (iMAX), as per HUD requirements, including a tracking/audit trail for each transmission.

### **3.8 Finance and Budget Requirements**

The Contractor shall provide the following functionalities required by the LACDA's Finance and Budget (FAB) Division which includes, but not be limited to, the following:

- 3.8.1 Provide full financial reporting capability, including but not be limited to accounts receivable, payables, G/L, check register, etc.;
- 3.8.2 Provide aged receivable report with ability for specific date cut-off;
- 3.8.3 Able to interface G/L with other systems;
- 3.8.4 Able to select electronic method of payment;
- 3.8.5 Able to house two distinct banking instructions for tenants;  
(Example, one for ACH credits/payouts (URP Prepaid cards) and one for ACH debits/Receipts (rent));
- 3.8.6 Able to run Tenant Prepay Report for specific cut-off date;
- 3.8.7 Able to run Portability Statement to 'exclude 0.00 balances';
- 3.8.8 Include landlord overpayment tracking;
- 3.8.9 Include: transaction date, posting date, tenant ID, G/L account. Property ID, landlord ID (HAP) for financial transactions; and
- 3.8.10 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.

### **3.9 Portal Requirements**

The Contractor shall provide the following portal functionalities required by the Los Angeles County Development Authority Section 8 and Public Housing Programs which includes, but not be limited to, the following:

- 3.9.1 Provide ability to configure custom LACDA layouts, program information, links and pictures;
- 3.9.2 Provide ability to manage waitlists, qualify applicants, service and electronically communicate with applicants, owners/landlords, residents and program participants;
- 3.9.3 Provide Portal functionality in a secure, mobile-friendly platform;
- 3.9.4 Provide self-service functionality for clients to sign-up, create, and update Portal accounts to access pertinent program information and facilitate data/information exchange between LACDA and registered clients;
- 3.9.5 Provide Self-service access to Applicants, Owners/Landlords, Residents, and Program Participants 24/7;
- 3.9.6 Provide ability to view, sign, and upload documents electronically;



- 3.9.7 Provide compliance tracking for HUD 50058 and HUD 50059 programs;
- 3.9.8 Provide ability to capture and process online applications for various waiting lists administered by the LACDA with integration to the internal housing system;
- 3.9.9 Assist LACDA with data migration/data conversion from LACDA's Online Waiting List System for the various housing programs administered by the LACDA to new Portal System equivalent; Provide data capture for resident address and collect work address to help determine jurisdiction preferences;
- 3.9.10 Provide training on permission and forms setup, Portal configuration and functionality to designated LACDA site administrators;
- 3.9.11 Provide Portal usage analytics to assist LACA make decisions to improve service to clients on an ongoing basis;
- 3.9.12 Provide reporting capabilities of which the output are made available in in various formats (i.e., graphs, excel, analytics, cross/tab reports, etc.) so that statistical data captured can be reported to the various requesting parties; and
- 3.9.13 Provide post-go live support until Portal functionality is stable.

#### **3.9.13.1 Online Applications**

The Online Applications tool should generally provide functionality which allows Applicants to apply to LACDA waiting lists for multiple programs administered by LACDA and view the following information and functionality, with the ability for information to be updated or modified from time-to-time for, but not be limited to, the following:

- Provide ability to guide applicants through the application/registration process via workflow configurations, issue warning messages to the applicants when required information is missing/incomplete;
- Provide ability to review waiting list status;
- Provide ability to view family information;
- Allow applicants to remove themselves from waitlists during a waiting purge;

- Provide ability to track and update Resident and Work Address;
- Provide ability to upload and download forms/documents; and
- Support E-signature and ensure compliance with HUD's E-signature requirements.

#### 3.9.13.2 **Applicant Portal**

The Applicant Portal configuration should generally allow LACDA the ability to access any program information administered by LACDA and the following information and functionality, with the ability for information to be updated or modified from time-to-time for, but not be limited to, the following:

- Ability to view Waiting List information;
- Ability to configure application update workflows;
- Ability to setup calendar events;
- Ability to upload and download documents;
- Provide online waiting list purging;
- Provide ability to notify Applicants electronically to save their spot or be removed from the waiting lists;
- Ability to determine if an applicant's residence and/or work address is within the jurisdiction of the LACDA, including the service areas under inter-jurisdictional agreements;
- Ability to seamlessly transfer applicant's information into the Housing Software for selection and eligibility determination; and
- Ability to track LACDA staff changes made to the Portal (i.e., User ID and date changes made).

#### 3.9.13.3 **Resident Portal**

The Resident Portal should generally allow Residents the ability to access any program information administered by the LACDA and the following information and functionality, with the ability for information to be updated or modified from time-to-time for, but not be limited to, the following:

- View/update Resident profile information (Example: resident name, password reset, email, and other related contact information);
- Submit online maintenance requests for PH, AFF, and RHCP residents;
- Ability to make online payments for PH, AFF, and RHCP residents;
- Ability to view scheduled and completed inspections;
- Ability to view documents (such as documents related to verifications) and family details;
- Ability to view Housing Assistance Payment information (Non-PH, AFF, and RHCP residents);
- Ability to view Tenant Ledger for rent payments and balances due for PH, RHCP, and AFF Residents;
- Ability to view rent statements for PH, RHCP, and AFF Residents;
- Ability to upload and download forms/documents;
- Ability for Residents and PHA to electronically sign documents;
- Ability to view Family Self Sufficiency (FSS) information; and
- Support E-signature and ensure compliance with HUD's E-signature requirements.

#### 3.9.13.4 **Case Manager Portal**

The Case Manager Portal should have the following information and functionality for, but not be limited to, the following:

- Ability to review and approve annual recertifications submitted by Tenants/Residents using a work flow configuration;
- Ability to review and approve Tenant reported changes (i.e., income, family composition, expenses, etc.);
- Ability to accept FSS applications submitted by Tenants/Residents;

- Ability to send emails and follow up notifications to Residents via the Portal;
- Ability to download and upload documents;
- Ability to configure custom workflows to guide case manager through various processes (i.e., lease ups, certifications, FSS applications, etc.);
- Dashboard to provide a summary of caseload by Unit/AMP/Program Type; and
- Integration for Data Transfer for completed Tenant/Resident recertifications between the Portal and the Housing Software.

#### 3.9.13.5 **Landlord Portal**

Allow Staff to have view mode to Resident/Owner portals, Landlord Portal, and the Landlord Portal should generally allow LACDA, Landlords, and Owners the ability to update or modify their information from time-to-time:

- Ability to view/update owner profile information (such as, by way of example, owner name, mailing address, and contact information);
- Ability to view Ledgers;
- Ability to view Caseworker information;
- Ability to view, export, print, scheduled housing quality standard inspections, including inspection results;
- Ability to view unit information;
- Ability to setup/manage payment information;
- Ability to manage multiple owner/landlord accounts;
- Ability to upload and download forms/documents;
- Ability to publish Tax ID Form 1099s in mass for owners/landlords and make available for download;
- Ability to for LACDA to publish/post announcements;
- Ability to request for a Rent Increase; and
- Support E-signature.

#### **3.9.13.6 PHA Online Certifications**

The Online Certification self-service tool configuration should generally include the following functionality, with the ability for information to be updated or modified from time-to-time:

- Ability to complete annually required re-certifications online;
- Ability to custom configure questions, user defined data capture fields, and workflow steps to guide user through certification;
- Ability to custom configure certification forms for data capture, or have the flexibility for fillable fields to auto-populate forms as needed;
- Ability to electronically sign documents related to the certifications being submitted; Ability to upload documents (such as documents related to verifications);
- Ability for residents to upload documents via smartphones, tablets, or computers;
- Staff Portal tool should generally allow LACDA staff the ability to access the following information and functionality: Ability to view and manage applications and documents for applicants and current tenants;
- Ability to manage pending certifications and verification documents;
- Ability to track incoming certifications and documents by caseworker, supervisor, program and department to monitor assignments and workload distribution;
- Ability to upload and manage PHA documents to Program Residents and Owners/Landlords; and
- Ability to download and manage incoming documents from Program Residents, Owners/Landlords and storage location.

### **3.10 Tasks and Deliverables**

#### **3.10.1 Task No. 1 - Project Planning**

Throughout the term of the Contract, under the direction of the LACDA's Project Manager, the Contractor shall provide full project

management and control of project activities for all phases of the project including, but not limited to:

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

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

#### **3.10.1.1 Subtask 1.1 – Develop and Present Project Control Document**

The Contractor shall develop a Project Control Document (PCD). Specifically, the 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. The Contractor shall formally present the PCD in writing to the LACDA for approval within fourteen (14) business days of contract execution.

The 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 LACDA Project Manager must review and approve all updates to the PCD, Detailed Work Plan, Milestone Chart and Risk Management sections.

#### **3.10.1.2 Deliverable 1.1**

The Contractor shall provide the LACDA 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 LACDA 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 LACDA'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 and due dates.
- N. Training Strategies – A description of the training approach addressing technical training, end-user training and train-the-trainer for LACDA staff.

### 3.10.2 Task No. 2 – Project Management

Under the direction of the LACDA's Project Manager, the 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:

- Planning and direction;
- Evaluation of results and status reporting;
- Incorporation of the LACDA's business processes, security and technical requirements;

- As applicable, incorporation of required software modifications;
- Management and tracking of all issues and their resolution; and
- Management the change control process;

Commencing from the contract execution date, the Contractor's Project Manager shall provide written status reports to the LACDA'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, the Contractor shall ensure that the LACDA realizes the maximum benefit from the Solution provided by the Contractor. The Project Status Report prepared by the Contractor pursuant to this task, shall be used as the mechanism for the Contractor to report any project risks or problems identified as part of the quality assurance process.

#### 3.10.2.1 **Deliverable 2.1**

The Contractor shall prepare and present to the LACDA's Project Manager a weekly Project Status Report to report project progress, plans, and outstanding issues. the Contractor shall meet with the LACDA'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 LACDA approval of variances, the 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 LACDA's Project Manager within five (5) business days. Although weekly status meetings will be required, it is anticipated that coordination between the Contractor's Project Manager and the LACDA's Project Manager will occur on a more frequent basis.

The first status report shall be presented to the LACDA'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.

### 3.10.3 Task No. 3 – Solution Setup

Under the direction of the LACDA's Project Manager, the Contractor shall provide full solution setup for the implementation phase of the project. Full solution setup shall include, but not be limited to:

#### 3.10.3.1 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. The Contractor shall provide recommended configurations to provide optimal Solution performance and capability for integration with in-house LACDA systems.

#### 3.10.3.2 Deliverable 3.1 – Solution Infrastructure Certification

The Contractor shall certify in writing that the recommended Hosting Infrastructure configuration will, during the term of this Contract, satisfy the applicable functional requirements.

#### 3.10.3.3 Subtask 3.2 – Solution Implementation

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

- A. Identify the technical configuration for Solution implementation for Production Use;
- B. Identify operating Solution requirements for the Solution;

C. Identify method of accessing the Solution remotely;  
and

D. Verify that installed Solution is operational.

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

**3.10.3.4 Deliverable 3.2 – Successfully Implemented Solution**

The Contractor shall provide to the LACDA 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.

**3.10.3.5 Subtask 3.3 Configuration Review Sessions**

LACDA project staff will review the configuration effort at check points that will be agreed to by both the LACDA's Project Manager and the 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.

**3.10.4 Task No. 4 – Solution Tests**

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

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

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.

3.10.4.2 **Deliverable 4.1**

The Contractor shall develop a comprehensive test plan and submit to the LACDA for approval.

3.10.4.3 **Subtask 4.2 – Conduct Solution Tests**

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

Prior to commencing tests, the Contractor shall create a controlled test environment. The Contractor, in conjunction with the LACDA, 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 LACDA rendering its approval and acceptance. Solution test data shall be developed for testing functionality with the execution of the test script.

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

The 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. The Contractor shall present documentation that confirms the resolution of the Solution test results variances to the LACDA’s Project Manager for approval prior to continuing with the Solution test.

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

The Contractor shall achieve Solution acceptance by reviewing, with the LACDA, all documentation and project results, against pre-defined acceptance criteria. The Contractor shall achieve Solution acceptance in accordance with the Acceptance Test Plan (ATP). Solution Administration and reporting tools shall be tested separately.

### **3.10.5 Task No. 5 – Data Migration**

Following completion of successful Solution tests setup of the requisite Solution, the Contractor, with assistance from the LACDA, where applicable, shall perform all Data Migration, including, but not limited to, Acceptance tests.

#### **3.10.5.1 Subtask 5.1 – Acquire Data from LACDA**

The Contractor shall work with the LACDA 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 LACDA, the 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.

#### **3.10.5.2 Deliverable No. 5.1 – Successfully Loaded Data**

The Contractor shall provide to the LACDA 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.

### **3.10.6 Task No. 6 – User Acceptance Test (UAT)**

The Contractor shall assist the LACDA in preparing a UAT Plan for the UAT, which shall include, but not be limited to:

- Detailed descriptions of the purpose and expected results of each UAT;
- Test scripts;
- Testing objectives;
- Description of the Contractor and LACDA roles in performing the UAT; and

- 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.

#### 3.10.6.1 **Subtask 6.1 – Conduct User Acceptance Test (UAT)**

The LACDA and the Contractor jointly will perform the UAT. This test shall be performed with a simulated full load in test environment created by the Contractor. There shall be several cycles of the test performed before UAT is completed. 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 LACDA. In the event of missing or improperly operating functions, the Contractor shall be notified, in writing, by the LACDA's Project Director, and the Contractor shall correct the deficiencies within five (5) calendar days from the date of notification. During this testing period, all personnel designated by the LACDA'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 LACDA's Project Manager has accepted the final results. In the event the UAT results do not satisfy all the requirements, as determined by the LACDA, the 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 LACDA; and
- B. Implement and test the proposed Solution until such time as the LACDA provides written approval.

#### 3.10.6.2 **Deliverable 6.1 – User Acceptance Test Results Report**

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

### 3.10.7 **Task No. 7 - Solution Training and Documentation**



The Contractor shall assist the LACDA in preparing a Solution Training and Documentation, which shall include, but not be limited to:

**3.10.7.1 Subtask 7.1 – Train Staff**

The Contractor shall prepare and implement a comprehensive web-based, interactive web-based and/or in-person training program, including, without limitation, 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, the Contractor shall provide the designated LACDA 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, the Contractor shall create a training environment.

**3.10.7.2 Deliverable 7.1 – Trained Staff**

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

**3.10.7.3 Subtask 7.2 – Prepare and Provide User Documentation**

The Contractor shall prepare user reference Documentation for all Solutions provided by the Contractor. This Documentation shall include, without limitation, manuals that shall provide the LACDA with a comprehensive reference source of Solution functionality and data definitions. The Contractor shall provide user reference Documentation in hard copy format, and in electronic format.

**3.10.7.4 Deliverable 7.2 – Solution Documentation**

The Contractor shall provide to the LACDA a comprehensive T3 training program, reference documentation of Solution functionality and data definitions, and technical support program. The 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. The Contractor shall deliver this documentation to the LACDA in hard copy format if requested by the LACDA and in electronic format. The 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 LACDA of technical support, both on-site and remote access (telephone & internet), for the purpose of troubleshooting user problems and Solution-error resolution. The Contractor shall provide these support services five (5) days per week, during normal business hours, 8:00 a.m. - 5:00 p.m. Pacific Standard Time.

### **3.10.8 Task No. 8 – Solution Implementation**

Following completion of successful Solution Training and Documentation, the Contractor, with assistance from the LACDA where applicable, shall perform all Solution Implementation, including, but not be limited to:

#### **3.10.8.1 Subtask 8.1 – Prepare Technical Configuration and Solution Implementation Plan**

The 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, the Contractor shall, without limitation, identify all configuration settings required for the Solution.

#### **3.10.8.2 Deliverable 8.1 – Solution Cutover and Installation Plan**

The Contractor shall prepare and deliver to the LACDA 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.

#### **3.10.8.3 Subtask 8.2 – Perform Solution Cutover to Production Use**

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

- A. Confirm that the LACDA and the 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.

**3.10.8.4 Deliverable 8.2 – Solution in Production Use**

The 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.

**3.10.8.5 Subtask 8.3 – Maintain Non-Deficient Solution in Production Use**

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

**3.10.8.6 Deliverable 8.3 – Non-Deficient Solution in Production Use**

The Contractor shall provide to the LACDA for approval documented results certifying that the Solution was maintained in Production use for thirty (30) consecutive days with no deficiencies pursuant to Section 3.10.8.5 Subtask 8.3. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by LACDA Project Director in accordance with the procedures set forth in this Contract.

**3.10.8.7 Subtask 8.4 – Conduct Post-Implementation Review**

Following Solution cutover to Production, the Contractor shall collect and evaluate results of operation to assess the success and shortcomings of the Solution implementation efforts. The Contractor shall prepare and submit to the LACDA a Post-Implementation Review Report, based on an agreed timeframe, which shall

evaluate the Solution cutover and implementation process and shall, at a minimum, include the following:

- A. Comparison/analyses of actual versus planned completion of subtasks;
- B. Anticipated versus actual resources required;
- C. Business and Solution lessons learned;
- D. Suggested guidelines for installation of future phases and enhancements;
- E. Pitfalls to avoid in the future; and
- F. User feedback.

**3.10.8.8 Deliverable 8.4 – Post Implementation Review Report**

The Contractor shall deliver and present to the LACDA's Project Manager a Post-Implementation Review Report prepared in accordance with Section 3.10.8.7 Subtask 8.4.

**3.10.9 Task No. 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 LACDA.

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:

- Support for Solution issues/problems;
- Support for Solution upgrades, updates, new release;
- Support for Solution fixes, patches; and
- Access to knowledgeable the 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 LACDA may encounter.

**3.10.9.1 Deliverable 9 – Maintenance and Support**

The 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.

#### **3.10.10 Task No. 10 – Post-Implementation Services**

The Contractor shall assist the LACDA in preparing a Post Implementation Services, which shall include, but not be limited to:

##### **3.10.10.1 Subtask 10.1 – Provide Additional Training**

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

As part of the training, the Contractor shall provide the designated LACDA 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.

##### **3.10.10.2 Deliverable 10.1 – Additional Training**

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

The Contractor shall deliver training classes consistent with the classes described in the LACDA approved plan and certify in writing that all training as described in Section 3.10.10.1 Subtask 10.1 has been successfully completed.

##### **3.10.10.3 Subtask 10.2 – Provide Consulting Services**

The Contractor shall, upon written request by the LACDA's Project Manager, provide consulting services during the term of this Contract. Following the LACDA'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)*. The Contractor shall additionally submit an estimation of personnel hours to complete such

consulting services. The LACDA and the 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 the Contractor under this Contract shall be subject to the LACDA's written approval in accordance with the terms of this Contract.

**3.10.10.4 Deliverable 10.2 – LACDA Approved Consulting Services**

The Contractor shall provide consulting services in accordance with Section 3.10.10.3 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.

**3.10.10.5 Subtask 10.3 – Prepare and Provide Additional Solution Documentation**

The 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. The Contractor shall make additional user reference documentation available in hard copy format, if requested by the LACDA, and in electronic format.

**3.10.10.6 Deliverable 10.3 – Additional Solution Documentation**

The Contractor shall provide to the LACDA comprehensive additional user reference documentation of Solution functionality and data definitions in accordance with Section 3.10.10.5 Subtask 10.3.

**3.11** The Contractor shall be required to follow the implementation of the Portals as outlined in the Statement of Work, Section 3.9 Tasks and Deliverables.

- The Contractor shall assign LACDA an Account Manager and, for the initial up-front implementation, a Project Coordinator.

**3.12 Technical Assistance and Maintenance**

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

- Provide timely and clean (bug free) updates to software;
- Correction of errors;
- Maintenance releases during non-business hours;
- Product improvements & extensions;
- Perform updated versions of the software during non-business hours, including Friday evenings and weekends;
- Unlimited case logging (via web and telephone numbers designated by the Contractor);
- Provide phone support during office hours, 6:00 AM to 6:00 PM (PST);
- Provide technical support from 6 a.m. - 6 p.m. Pacific Standard time with off hours support available as necessary with the ability to provide remote support;
- Acceptance of the questions/support issue posted and feedback given on the same day or not more than 24 hours from its posting;
- 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; and
- 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 software (if applicable), the documentation in various languages and also examples, demos, common drivers and utilities.
  - Yardi publishes release notes on Yardi's 'Client Central' client portal.

#### **4.0 RESPONSIBILITIES**

The LACDA and the Contractor's responsibilities are as follows:

##### **LACDA**



#### **4.1 LACDA Contract Administrator**

The LACDA Contract Administrator shall prepare amendments to the Contract in accordance with Section 8.1 (Amendments) in the Contract.

#### **4.2 LACDA Assistance**

##### **4.2.1 Personnel**

The LACDA 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.
- Provide a Project Manager or designated alternate as a day-to-day contact for the Contractor.

##### **4.2.2 Computer Training Room**

The LACDA shall provide the Contractor with access to the computer training room.

##### **4.2.3 Travel Expenses**

The Contractor shall be reimbursed for travel and related expenses in accordance with the LACDA's Administrative Travel Policy as referenced in Attachment 1 – LACDA's Travel Policy (dated 4/15/2021).

### **CONTRACTOR**

#### **4.3 Project Manager**

4.2.1 The Contractor shall have a Project Manager or other designated alternate available for daily contact with LACDA staff. Contractor shall provide a telephone number where the Project Manager may be reached on normal LACDA business hours and may be reached by cell phone outside of normal LACDA business hours.

4.2.2 The Contractor's Project Manager shall act as a central point of contact with the LACDA, and shall have full authority to act for the Contractor on all matters relating to the daily tasks specified in Section 3.0 – Specific Work Requirements in this Statement of Work. Project Manager shall be able to effectively communicate, in English, both orally and in writing.

- The Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

4.2.3 The Contractor shall provide a telephone number where the Project Manager may be reached on normal business hours and non-business hours. The Project Manager must be available during normal business hours and non business hours including Friday evenings and weekends on an as needed basis

#### **4.3 Assugned Staff**

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 the Contractor in every detail and must speak and understand English.

#### **4.4 Staff Identification**

The Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor’s Staff Identification, of the Contract.

#### **4.5 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.**

#### **4.6 Material and Equipment**

4.6.1 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.

4.6.2 The Contract shall provide hosted environment infrastructure, connectivity, and account access to hosted solution.

#### **4.7 Training**

4.7.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.7.2 The Contractor shall train LACDA staff on the Public Housing and Section 8 Administration Software Solution methodology and use and general maintenance of the Solution.

#### **4.8 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

#### **4.9 Periodic Meetings**

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

#### **4.10 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 LACDA will be responsible for.

### **5.0 HOURS/DAYS OF WORK**

The LACDA office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The LACDA 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
- Juneteenth Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day

- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Note: Holidays that fall on a Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday.

## 6.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the LACDA 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 ensure 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 LACDA 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 LACDA 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 LACDA'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 LACDA 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 CONTROL PLAN**

As specified in Section 8.40 (Quality Assurance Plan) of the Contract, the LACDA will evaluate the Contractor's performance under this Contract and the Plan, specified in 7.0 of this Statement of Work, using the following quality assurance procedures:

### **7.1 Performance Requirements Summary (Attachment 2)**

The LACDA shall use a Performance Requirements Summary (PRS) chart, Exhibit 2, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. 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 place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the LACDA 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 LACDA. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

This section does not preclude the LACDA's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Paragraph 10.1 (Termination for Convenience).

## **7.2 Periodic Performance Reviews (Attachment 2)**

The LACDA will conduct periodic reviews to evaluate the Contractor's performance using the report form attached as Attachment 3 (Contract Discrepancy Report).

## **7.3 Contract Deficiency Notice**

The LACDA will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the LACDA and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the LACDA 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 LACDA 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 (Attachment 3) shall be submitted to the LACDA within ten (10) workdays.

## **7.4 LACDA Observations**

In addition to divisional contracting staff, other LACDA 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 Attachment 4 (Information and Privacy Security Requirements).

## 9.0 SERVICE LEVEL AGREEMENT

**Access to the Yardi Cloud.** Contractor will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding Standing Hours [defined in Attachment 5 (Voyager Licensed Program Yardi Cloud Service Level Agreement)] in accord with Attachment 5 (Voyager Licensed Program Yardi Cloud Service Level Agreement). Contractor will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside Standing Hours [defined in Attachment 5 (Voyager Licensed Program Yardi Cloud Service Level Agreement)].

## 10.0 ADDITIONS AND DELETIONS

- 9.1 The LACDA reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the LACDA and the Contractor.
- 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 LACDA and the Contractor.



## ATTACHMENT 1

### LACDA TRAVEL POLICY

#### SUBJECT: REIMBURSEMENT OF BUSINESS TRAVEL EXPENSES

Effective immediately, travel reimbursement rates are as follows:

Maximum amounts that may be reimbursed for meals and lodging are:

- **\$237.75** plus corresponding taxes included on the receipt for a single occupancy hotel accommodation upon presentation of the appropriate receipts and an approved Travel Expense Report. Reimbursement without a receipt will be limited to **\$20.00** per night.
- Business Travel expenses and associated per diem meal allowances may be allowed for non-employees, such as job candidates, special examiners and consultants, with advanced approval by the Executive Director, to travel from outside the Los Angeles County area to participate in Commission business.

Per Diem reimbursement rates: **\$14.25** for breakfast, **\$18.75** for lunch, and **\$46.25** for dinner, or not to exceed **\$79.25 per day** when three meals are purchased in any one day. Meals do not require receipts.

- The allowances for incidental expenses are only for business travel to the following capital and primary cities:

Sacramento	<b>\$16.25 per day</b>
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Atlanta, Boston, Chicago, Dallas, Detroit, Houston, Miami, Minneapolis, New York, Phoenix, Philadelphia, San Diego, San Francisco, Seattle, and Washington D.C.	<b>\$83.25 per day</b>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------

Incidental expense is only **claimable to the extent incurred**, and not claimable for travel to any other city, unless approved by the Executive Director. Incidental expense can only be claimed if the business conducted required presence in these cities.

reimbursement amounts is not sufficient justification for approval of a claim. Generally, employees must demonstrate that additional expenses were unavoidable or necessary for the efficient conduct of business. It is the employee's responsibility to retain receipts or other reasonable documentation to support his or her claim for the incidental expense allowance and may be subject to review.

When traveling by air, airport parking receipts are required for reimbursement.

Reimbursement for Porterage is \$1.00 per day.

### **REAL ID Requirement:**

Please note that this requirement was extended by one year to October 1, 2021. A REAL ID driver license or passport will be required to board domestic flights within the United States. You may find additional information and requirement for applying for a REAL ID at [www.realid.dmv.ca.gov](http://www.realid.dmv.ca.gov).

The above **Travel Reimbursement Rate Schedule** should be incorporated into the Travel Policy and supersedes any previous reimbursement schedule.

The Executive Director may approve reimbursements in excess of the above amounts. Pre-approval is mandatory and may only be allowed in special circumstances. No additional reimbursement will be allowed after the fact.

### **Mileage Rate**

The mileage rate will be at **\$0.56** per mile for Commission employees who drive their own vehicles on Commission business.

ES:MF:MM:ms  
H:POLICY/TRAVEL/M-DM-Travel2021

## ATTACHMENT 2

### PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.1 - Hosted Solution Requirements	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.2 - Database and Technical 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 - 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 3.4 - 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 3.5 - Public 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 - Section 8 Program Requirements	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.7 - Common Requirements for both HAD and HOD	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.8 - Finance and Budget Requirements	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.9 - Portal Requirements	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.10 - Tasks and Deliverables	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.11 – Implementation of the Portals	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.12 – Technical Assistance and Maintenance	Required Services have been performed in compliance with the terms of this Exhibit A	Observation, Inspection & Acceptance	\$50 per occurrence

Prior to the LACDA 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); 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) during the applicable cure period, then the LACDA may impose the fee deduction specified in the above PRS Chart; provided, however, that the LACDA may not impose more than one (1) fee deduction for each of the Required Services identified in the PRS chart.



## ATTACHMENT 3

### CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:      Prepared: \_\_\_\_\_  
                 Returned by Contractor: \_\_\_\_\_  
                 Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of LACDA Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

Date

LACDA EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

Date

COUNTY ACTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR NOTIFIED OF ACTION:

LACDA Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## ATTACHMENT 4

### 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 Personal Identifiable Information and LACDA 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 4 (Information and Privacy Security Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling LACDA, 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 (as defined in Section 8.66.2 of the Contract). 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.** Contractor shall screen and conduct background checks on all Contractor personnel contacting LACDA 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 LACDA 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 Attachment 4 (Information and Privacy 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 LACDA Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by LACDA 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 LACDA 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 LACDA 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 LACDA 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 Sanitization<sup>1</sup>).
5. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon LACDA's request, Contractor will return all hardware, if any, provided by LACDA containing Personally Identifiable Information or LACDA Confidential Information to LACDA. The Personally Identifiable Information and LACDA Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned

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<sup>1</sup> Available at <http://www.csrc.nist.gov/>



via a bonded courier or as otherwise directed by LACDA. In the event the hardware containing LACDA 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 LACDA security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon LACDA'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 Sanitization<sup>2</sup>) referenced in Contractor's then-current SSAE18 SOC 1, and SOC 2, audit reports.

6. **Physical and Environmental Security.** Physical and environmental security for facilities that process Personally Identifiable Information, store LACDA Confidential Information will be evidenced in Contractor's then-current SSAE18 SOC 1, and SOC 2, audit reports.
7. **Communications and Operational Management.** Contractor shall implement and maintain an Information Security Program as stated in the Contract, Section 8.66.2.
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 Software applications will include user access controls (i.e., password and username restrictions) to limit user access to the Licensed Software; and

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<sup>2</sup> Available at <http://www.csrc.nist.gov/>

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 LACDA of any Security Incident of which Contractor becomes aware within the time frame prescribed by Contractor's information security policy. Immediately following Contractor's notification to LACDA of a Security Incident, the parties shall coordinate with each other to investigate the security breach. Contractor agrees to cooperate with LACDA including, without limitation: (A) assisting with any investigation; (B) providing LACDA 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 LACDA. Each party shall (i) take steps reasonably designed to immediately remedy any Security Incident and prevent any further Security Incident 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 LACDA 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:

- a. **SSAE18 SOC 1, and SOC 2 (or successor standard) Audits.**  
During the term of this Contract, 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**”) SOC 1 audit, and SOC 2 Audit, with respect to the Yardi Cloud. Upon LACDA’s request, Contractor agrees to provide a copy of its then-current SSAE18 SOC 1, and SOC 2, audit reports for LACDA’s review.

The SSAE18 SOC 1, and SOC 2, audits span twelve (12) months of operation and are produced: (1) for SSAE18 SOC 1 every six (6) months (end of June, end of December); and (2) for SOC 2 once per year; to keep them ‘up to date.’

- b. **PCI DSS Audits.** During the Term, upon Client’s request, and so long as the Payment Card Industry (“**PCI**”) Data Security Standard (“**DSS**”) remains current and PCI-standard, Contractor agrees to provide evidence of annual PCI DSS compliance.
11. **Security Audits.** LACDA acknowledges that Contractor engages independent third-party data center vendors to provide the underlying infrastructure for the Yardi Cloud. During the Term, Contractor agrees to use commercially reasonable efforts to: (i) obtain on LACDA’s behalf any SSAE18 or similar available audit report from the data center vendor(s) used to co-locate the Yardi Cloud; and (ii) upon LACDA’S request (and no more than annually), arrange for a LACDA site visit at the data centers used to co-locate the Yardi Cloud.
12. **Confidentiality**

The Contractor shall adhere to the provisions of the Contract, Section 7.

## ATTACHMENT 5

### Voyager Licensed Program Yardi Cloud Service Level Agreement

During the Term, and subject to this Agreement's terms, Contractor's metrics are to meet the following Voyager Licensed Program Yardi Cloud service levels.

#### SECTION I – Performance Metrics

##### 1. Voyager Licensed Program Yardi Cloud Availability

**“Yardi Cloud Availability”** is a cumulative measure of the Voyager Licensed Program production environment's availability in the Yardi Cloud excepting where such availability is affected by Client's activities, routines, etc. in, or connecting to, the Yardi Cloud.

##### Scheduled Operational Downtime Hours (Relative to Voyager Licensed Program Yardi Cloud Availability)

Contractor has standing Voyager Licensed Program Yardi Cloud maintenance/repair/backup hours from 11:00 pm (local time at the data center) each Sunday - Saturday until 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night ending at 3:00 am (local time at the data center) each succeeding Sunday (collectively, **“Standing Hours”**); provided, however, that while Contractor conducts nightly backups during Standing Hours which may affect Voyager Licensed Program performance during the backup processes, Voyager Licensed Program Yardi Cloud unavailability for maintenance/repair during Standing Hours will not exceed 8 hours in any given week. Subject to Force Majeure Events, any Voyager Licensed Program Yardi Cloud unavailability affecting the Voyager production environment and experienced outside Standing Hours or in excess of 8 hours in any given week, will be counted against the Yardi Cloud Availability except where such availability is affected by Client's activities, routines, etc. in, or connecting to, the Voyager Licensed Program Yardi Cloud (and such time shall be, **“Yardi Cloud Unavailability”**).

**Service Level** – Contractor's metric is to deliver at least 99.9% Yardi Cloud Availability.

**Measurement** –Yardi Cloud Availability is measured by taking the potential number of minutes in a given month (**“User Minutes”**), minus any experienced Yardi Cloud Unavailability, divided by User Minutes, multiplied by 100.

$$\frac{\text{User Minutes} - \text{Yardi Cloud Unavailability}}{\text{User Minutes}} \times 100 = \%$$

**Measurement Period** – Calendar Month.

##### 2. Performance Credit Relative to Yardi Cloud Availability

**A. Performance Credits** -- The performance credit for the Yardi Cloud Availability metric, when not met, and when Yardi Cloud Availability was not affected by Client's activities, routines, etc. in, or connecting to, the Yardi Cloud, will be as follows:

1 day's annual Fees (i.e., Client's then-current annual fee pursuant to this Agreement - to the extent paid by Client to Contractor - divided by 365) for each period of at least 15 minutes, and up to 4 hours, during a given calendar month that Contractor falls below its monthly 99.9% service level [not to exceed 5 days' annual Fees (i.e., Client's then-current annual fee pursuant to this Agreement - to the extent paid by Client to Contractor - divided by 365, and multiplied by 5) in any given calendar month].

**B. Performance Credits Condition** – Client must request performance credits within 72 hours of the given outage for which performance credits are sought.

#### SECTION II – General Notes

1. **General.** Database backup processes (SOC 1 Audit control objective 2.4), database backup processes testing (SOC 1 Audit control objective 2.4), network penetration testing (SOC 1 Audit control objective 5.1), disaster recovery (SOC 1 Audit control objective 2.4), disaster recovery testing (SOC 1 Audit control objective 2.4), and general security matters (SOC 1 Audit control objectives 3.1 and 5.1, and the SOC 1 Audit, generally) are documented, audited (at least annually), and reported upon in accord with the American Institute of Certified Public Accountants' (**“AICPA”**) Statement on Standards

for Attestation Engagements No. 18 or a successor AICPA standard if SSAE18 is no longer a current and industry standard AICPA standard (collectively, “**SSAE18**”) with respect to the Yardi Cloud and Yardi Cloud Services. Upon Client’s request, Contractor agrees to provide a copy of its then-current SSAE18 audit report for Client’s review.

Rev. 121118

**EXHIBIT B  
PRICING SCHDEULE**

**PUBLIC HOUSING AND SECTION 8 ADMINISTRATION SOFTWARE  
SERVICES**

In Section 1, the Contractor shall provide costs for Public Housing and Section 8 Programs' Administration Software services as described in Exhibit A, Statement of Work. The Contractor shall provide costs for annual maintenance services as noted in Section 2, for Consulting Services as noted in Section 3, and Contractor pricing tables as noted in Section 4.

SECTION I				
Line	Description	Cost	Tax	Total Cost
1	<b>Proposer LACDA Implementation of Modules/ Functionalities</b> of Solution, Database and Technical Requirements, Systems' Integration for the General Functionality, Requirements and Tasks and Deliverables, as specified in Appendix B, SOW, Section 3.1-3.10	\$0.00	\$0.00	\$0.00
2	<b>3<sup>rd</sup> Party Implementation of Modules/ Functionalities</b> of Solution, Database and Technical Requirements, Systems Integration for the General Functionality, Requirements and Tasks and Deliverables, as specified in Appendix B, SOW, Section 3.1-3.10	\$0.00	\$0.00	\$0.00
3	<b>Proposer License Fee</b> , as specified in Appendix B, SOW, Section 3	\$499,137.00	Not Available	\$499,137.00
4	<b>3<sup>rd</sup> Party License Fee*</b> , as specified in Appendix B, SOW, Section 3	\$0.00	\$0.00	\$0.00
5	<b>Proposer Data Conversion/Migration</b> , as specified in Appendix B, SOW, Section 3	\$0.00	\$0.00	\$0.00
6	<b>3<sup>rd</sup> Party Data Conversion/Migration</b> , as specified in Appendix B, SOW, Section 3	\$0.00	\$0.00	\$0.00
7	<b>Training and Training Materials</b> , as specified in Appendix B, SOW, Section 3 and 4	\$0.00	\$0.00	\$0.00
8	<b>Travel and Related Expenses</b> , as specified in Appendix B, SOW, Section 4.2.3	\$0.00	\$0.00	\$0.00
9	<b>Payment Processing ACH</b>	\$18,000.00	\$0.00	\$18,000.00
10	<b>Subtotal for Section 1</b>			\$517,137.00

\*Subcontract and Third-Party Software Acknowledgement Form must also be completed and be included as part of the requirements from Section G, Business Proposal Required Forms.

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 LACDA, the following is the Contractor's provided yearly maintenance, technical support and software license fee cost.

SECTION 2 Annual Maintenance for Years 2 through 5				
Line	Description	Cost	ACH	Total Cost
10	Annual Maintenance (Year 2)	\$519,102.48	\$18,000.00	\$537,102.48
11	Annual Maintenance (Year 3)	\$539,866.58	\$18,000.00	\$557,866.58
12	Annual Maintenance (Year 4)	\$561,461.24	\$18,000.00	\$579,461.24
13	Annual Maintenance (Year 5)	\$583,919.69	\$18,000.00	\$601,919.69
14	Subtotal for Section 2			\$2,276,349.99
15	GRAND TOTAL OF SECTION 1 AND SECTION 2			\$2,793,486.99

In Section 3, the Contractor shall provide hourly rates for Consulting Services based on the descriptions below or other descriptions provided by the Proposer, as specified in Appendix B, SOW, Section 3.10.10, Task 10 – Post-Implementation Services.

SECTION 3 Other Consulting Public Housing and Section 8 Administration Software Services Hourly Rates and Additional Costs		
Line	Description	Cost Hourly Rate
16	Consulting Services: Project Manager	\$225
17	Consulting Services: Developer	\$250
18	Other Proposer License Fee for 2,000 Units (Years 1-5)*	\$363,976.88
19	Software Customization	\$100,000.00
20	Pool Dollars	\$325,746.39

\*\$33.60/unit/year plus CPI for each contractual year (2-5).

In Section 4, the Proposer shall provide pricing tables. Annual fees include software license fees, databases, development tools, software updates, maintenance, application support, and hosting support. Subsequent years' annual fees are subject to increase on the anniversary date of the software license agreement, based on the nationally published Consumer Price Index (CPI).



## SCHEDULE A

### Fee Schedule

Yardi Pin #: 100041742

Yardi Order #: 312136

Annual Fees						
Description	Unit of Measure (UOM)	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	Annual Fee
Voyager SaaS Private Cloud Annual Fee	each	1	\$75,000.00	(\$43,239.00)	\$31,761.00	\$31,761.00
Voyager SaaS Private Cloud PHA Property Management	Unit	13,910	\$30.00	(\$13.00)	\$17.00	\$236,470.00
Voyager SaaS Private Cloud PHA Property Management	Unit	18,065	\$30.00	(\$30.00)	\$0.00	\$0.00
Inspector General	Unit	31,975	\$2.00	(\$2.00)	\$0.00	\$0.00
RentCafe PHA Portal Package	Unit	13,910	\$24.00	(\$7.40)	\$16.60	\$230,906.00
RentCafe PHA Portal Package	Unit	18,065	\$24.00	(\$24.00)	\$0.00	\$0.00
<b>Total</b>						<b>\$499,137.00</b>

Monthly Fees				
Description	UOM	Count	\$/UOM	Monthly Fee
Payment Processing v2	transaction	TBD	per PPv2 Fees	TBD
<b>Total</b>				<b>TBD</b>

Total Fees Due	
Annual Fee	\$499,137.00
Monthly Fee	TBD billed monthly
Sub-Total	\$499,137.00
Sales Tax	as applicable
<b>Total Due</b>	<b>\$499,137.00</b>

#### Additional Terms

- PAYMENT TERMS (excluding applicable taxes):** 100% payable upon execution of this Agreement.
- Client may request future paperwork to increase/decrease the licensed Unit count by a minimum of 25 Units. Client may access Yardi Client Central to increase/decrease the licensed Unit count online without a minimum.
- Fees are subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase outlined by the U.S. Department of Labor (per the Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U.S. City Average table) for the preceding year.

## SCHEDULE B

### Private Yardi Cloud, Hardware, Services and Governance Schedule

#### VPN Tunnel(s)

Yardi will allocate to Client a dedicated Voyager Licensed Program virtual local area network (vLAN) including:

1. Yardi will provide up to 3 VPN tunnel(s) for Client connection to the Voyager Licensed Program vLAN [Client acknowledges and agrees that it is Client's responsibility to maintain Client's side of the VPN tunnel(s) to the Private Yardi Cloud];

#### Data and File Management

Yardi will provide data and file management services for the Voyager Licensed Program Private Yardi Cloud per the following guidelines:

1. Voyager Licensed Program production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server from which Client may retrieve the Voyager Licensed Program database backups at any time;
2. Voyager Licensed Program production data will be replicated in near-real-time both locally within the Voyager Licensed Program Private Yardi Cloud, as well as to a separate, off-site disaster recovery location; and
3. Yardi will allocate to Client a dedicated Voyager Licensed Program vLAN within the off-site, disaster recovery location.

#### Licensed Programs Support and Governance of Use

Yardi will provide consulting and technical support for the Private Yardi Cloud and the Licensed Programs per the following guidelines. Yardi is not responsible for the use of the Private Yardi Cloud and its related software and hardware components outside of the specific parameters defined in this Voyager Licensed Program Private Yardi Cloud, Hardware, Services and Governance Schedule.

1. Implementation, consulting and support of the Licensed Programs and the Licensed Programs' deployed components, where applicable.

#### Annual Fees Include

Client's annual Fees include access to the Yardi Cloud, Licensed Programs, Licensed Programs updates/upgrades, and 2 application support hours per \$1,000.00 of Client's annual Fees. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted application support allotment except when related to a Software Error. "Software Error" means a reproducible failure of the Voyager Licensed Program to materially perform as specified in the Voyager Licensed Programs Documentation. Yardi will provide a single, dedicated, data center-specific, Voyager Licensed Program virtual local area network (vLAN). Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi – will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in the Agreement, Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours.

## SCHEDULE C

### Additional Terms

#### Product Terms:

1. **Payment Processing v2:** Client has read, understood, and agrees to be bound by the additional payment processing terms and conditions set forth at [https://clientcentral.yardi.com/core\\_custompage/Payment-Processing-PP2-PayFac](https://clientcentral.yardi.com/core_custompage/Payment-Processing-PP2-PayFac) and incorporated into this Agreement by this reference, as they may be amended from time to time (the "**Payment Processing Terms**"). Client agrees that such Payment Processing Terms shall govern Client's use of Yardi's Payment Services, CHECKscan, and Walk-In Rent Collection/Rent Payment Services. Client's specific pricing, below, shall take precedence over that pricing outlined in the Payment Processing Terms, so long as this section remains in effect. Client shall implement Payment Processing v2 for 31,975 Units.

#### a. Definitions.

- (1) "**ACH**" means a nationwide funds transfer network that enables participating financial institutions to electronically credit, debit and settle entries to bank accounts.
- (2) "**Chargeback**" means a Transaction that is disputed at the request of either the User or by the User's card issuer. A Chargeback will cause the amount of the original sale and a Chargeback fee to be deducted from the Client's bank account.
- (3) "**Check 21**" means the Check Clearing for the 21<sup>st</sup> Century (Check 21) Act and all regulations pertaining to the Check 21 Act.
- (4) "**CHECKscan**" means the process by which paper checks are scanned and converted into an electronic form for payment and automatically recorded within the software.
- (5) "**Check Bill-Pay Payments**" means a payment made by the Check 21 payment services provided by Yardi and (if applicable) JHA MC pursuant to these Payment Processing Terms.
- (6) "**Payment Services**" means Yardi's online payment and payment processing services with respect to Bill-Pay Payments and User charges made using Payment Network-branded payment methods and ACH methods.
- (7) "**Retrieval Fee**" means a request made by a User for a sales draft or supporting documentation in order to substantiate a Transaction.
- (8) "**Third Party Payment Services (TPPS)**" means any non-Yardi online payment services designated by Yardi as supported by Yardi with respect to Bill-Pay Payments and User charges made using Payment Network branded payment methods and ACH methods.
- (9) "**Transaction**" means a debit or credit submitted for processing by a User, including but not limited to prospective tenant application fees, tenant rent payments, other document fees, applicable service fees, and resubmission of rejected items, but not including a Bill-Pay Payment.
- (10) "**Users**" means tenants and prospective tenants managed by Client, who make a Transaction as defined above. With respect to CONDOCafé Certificates only, Users shall mean tenants and prospective tenants managed by Client, and other third parties including but not limited to real estate brokers and attorneys who make a Transaction as defined above.
- (11) "**Yardi Bill-Pay Payment**" and "**Bill-Pay Payment**" means the ACH or physical check payment made through Payment Processing v2.

- b. **Fees.** In the event Client upgrades from Payment Processing Transactions to Payment Processing v2, Yardi shall continue to charge Client for Transactions at the rate previously negotiated for Payment Processing Transactions for a period of 3 months from the effective date of the document in which Payment Processing v2 was initially licensed to allow Client to implement the upgrade. In the event Client implements the upgrade in less than 3 months, Transactions shall begin to be billed at the Payment Processing v2 rates outlined below once the upgrade goes live.

- (1) **Client-Paid Transactions:** Client acknowledges and agrees to pay the following Fees for each of the following Transactions or Bill-Pay Payment type (which apply per Transaction or Bill-Pay Payment):

#### **Payment Processing (for accounts receivable):**

- a) **CHECKscan: \$0.50**
- b) **ACH: \$0.95**
- c) **Signature Debit Cards:** see online terms provided in the hyperlink above
- d) **Credit Cards:** see online terms provided in the hyperlink above
- e) **Monthly transaction minimum:** If Client fails to meet the monthly transaction minimum outlined in Schedule A (Fee Schedule), if applicable, Yardi shall charge Client for the remaining Transactions (i.e., the Transactions required to satisfy the aforementioned monthly minimum) at the CHECKscan rate outlined above. Client will be invoiced for actual Transactions processed for 9 months commencing on the effective date of the document in which Payment Processing v2 was initially

licensed. Thereafter, Client will be invoiced the monthly minimum or actual usage, whichever is greater.

**Yardi Bill-Pay (for accounts payable):**

- a) ***ACH and Check Writing via Check Bill-Pay Payments: \$1.00***

**TPPS (for accounts receivable):**

- a) ***TPPS Change of Service: \$950.00*** per addition/change to a third party payment processor  
b) ***TPPS CHECKscan:*** see Payment Processing (for accounts receivables) above  
c) ***TPPS ACH:*** see Payment Processing (for accounts receivables) above

**TPPS (for accounts payable):**

- a) ***TPPS Change of Service: \$950.00*** per addition/change to a third party payment processor  
b) ***TPPS ACH and Check Writing via Check Bill-Pay Payments:*** see Yardi Bill-Pay (for accounts payable) above  
(2) **Tenant-Paid Transactions.** (i) Client desires that Yardi assess each User directly any Fees applicable to each User-initiated Transaction. (ii) Notwithstanding any other term to the contrary, for all Transactions that are designated by Client as the responsibility of User, any fees or charges imposed by a processing institution, correspondent bank, merchant bank or other institution other than the original Transaction Fee (such as Chargebacks and Retrieval Fees) shall at all times be the sole responsibility of Client and not User, which Client acknowledges and agrees to pay.  
(3) The Fees set forth above may be amended by Yardi in its reasonable sole discretion. Yardi will, upon Client's written request, provide Client with the then-current schedule of Fees.

2. **RentCafe PHA Portal Package** includes the following:

- a. RentCafe PHA Online Applications, RentCafe PHA Applicant and Resident Portals, RentCafe PHA Online Certifications, RentCafe PHA Landlord Portal, and the RentCafe Affordable Portal Package.  
b. Leading practice Workflows and Forms (which are not subject to customizations). Any changes to the Workflows require further scoping between Yardi and Client and a Custom Programming Request.

**Allotted DUs included:**

1. Agreement includes unlimited residential DUs

**Implementation/Training Details:**

1. Implementation/Training- In the event Client is purchasing Voyager for the first time, Yardi has advised Client that a minimum of 72 hours of implementation/training or use of a third party Contractor is necessary for a proper basic implementation. Any unused implementation/training may be applied toward future goods/services.

**Concession Details:**

1. Recurring concessions outlined in Schedule A (Fee Schedule) are contingent upon Client maintaining the initial licensing and associated Fee indicated for the corresponding product. If Client reduces licensing which decreases a product's Fee by more than 10%, the product's concession shall be reduced in correlation to the Fee reduction. For example, if Client reduces a product's Fee by 50%, the annual concession for that product shall be reduced by 50%.  
2. For products licensed at multiple rates: In the event Client's portfolio is expanded, additional licenses shall be added to invoicing at the highest rate being charged for the applicable product. In the event Client's portfolio is reduced, the lowest rates being charged for the applicable product shall be the first rates removed from invoicing.

**Other Terms:**

1. Yardi licenses/services are sold separately unless otherwise stated.  
2. Client acknowledges that additional licenses/services [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Client's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 5 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.  
3. Yardi reserves the right to audit Client's database at any time solely to confirm the scope of Client's use of the Licensed Programs relative to Client's contractual license.  
4. In accord with Schedule A (Fee Schedule), Client may add additional licenses/services at any time, and any associated Annual Fee increases shall be prorated from the period the addition is made through the end of Client's then-current billing cycle. Client may also remove licenses/services upon the first day of each billing period (i.e., reduce Client's Annual Fee by such removals) through the execution of future addenda or online orders placed through Yardi Client Central.  
5. **RentBureau Data Release and FPN Resident-Link Services:** If you choose to release data to RentBureau, a division of Experian Data Corp. (RentBureau), and if you choose to offer your tenants subscription-based identity theft protection services through Resident-Link powered by Fraud Protection Network® (FPN Resident-Link), additional terms apply, are incorporated into the Agreement, and are posted at [RENTBUREAU AND RESIDENT-](#)

[LINK TERMS OF USE AND DATA RELEASE](#) (the [DR-TOU](#)). Note that you can release data to RentBureau without implementing FPN Resident-Link Services, but if you decide to offer FPN Resident-Link Services to your tenants, you must release data to RentBureau.

6. Client acknowledges and agrees that ETL for 1 foreign database is included with the core system, and it is to be used solely for the purpose of onboarding property data into the Client's database and with any other Yardi product for which ETL is recommended for use by Yardi to enhance product function. The foreign database included is not to be used as an interfacing tool with external systems except when ETL services are purchased separately.

**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 Avenue, 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: Senior Vice President

Signature:  Date: 2/15/2022

**EXHIBIT E –  
LACDA's Administration**

## LACDA'S ADMINISTRATION

**SERVICES:** Public Housing and Section 8 Administration Software Services

### LACDA PROJECT DIRECTOR:

Name: Becky Yee  
Title: Director  
Address: 700 W. Main Street  
Alhambra, CA 91801  
Telephone: (626) 586-1858 Facsimile: \_\_\_\_\_  
E-Mail Address: Becky.Yee@lacda.org

### LACDA PROJECT MANAGER:

Name: Douglas Van Gelder  
Title: Information Technology Manager  
Address: 700 W. Main Street  
Alhambra, CA 91801  
Telephone: (626) 586-1727 Facsimile: \_\_\_\_\_  
E-Mail Address: Douglas.VanGelder@lacda.org

### LACDA CONTRACT ADMINISTRATOR:

Name: Maryann Raygoza-Robles  
Title: Information Technology Procurement Analyst  
Address: 700 W. Main Street  
Alhambra, CA 91801  
Telephone: (626) 586-1725 Facsimile: \_\_\_\_\_  
E-Mail Address: Maryann.Robles@lacda.org

**EXHIBIT F –  
Contractor's Administration**

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** Yardi Systems, Inc.

**SERVICES:** Real estate software and cloud hosting

### CONTRACTOR'S PROJECT MANAGER

Name: Gabrielle Van Horn

Title: PHA Client Service Director

Address: 430 South Fairview Avenue, Santa Barbara, CA, 93117

Telephone: (805) 896-3213 Facsimile: (805) 699-2046

E-Mail Address: Gabrielle.Vanhorn@yardi.com

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Arnold Brier

Title: Senior Vice President

Address: 430 South Fairview Avenue, Santa Barbara, CA, 93117

Telephone: (800) 866-1144 ext 1769 Facsimile: (805) 699-2046

E-Mail Address: Arnold.Brier@yardi.com

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Notices to Contractor shall be sent to the following:

Name: Jeff.Bischoff@yardi.com

Title: Senior Director

Address: 430 South Fairview Avenue, Santa Barbara, CA, 93117

Telephone: (805) 315-2852 Facsimile: (805) 699-2046

E-Mail Address: Jeff.Bischoff@yardi.com

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

# CERTIFICATION OF NO CONFLICT OF INTEREST

## CONTRACTS PROHIBITED

The Los Angeles County Development Authority (LACDA), 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 LACDA for which the LACDA 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.

Arnold Brier

\_\_\_\_\_  
Print Proposer Name



\_\_\_\_\_  
Official's Signature

Senior Vice President

\_\_\_\_\_  
Print Proposer Official Title

2/15/2022

\_\_\_\_\_  
Date



## COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION


Company Name: Yardi Systems, Inc.		
Company Address: 430 South Fairview Avenue		
City: Santa Barbara	State: CA	Zip Code: 93117
Telephone Number: (800) 866-1144 ext.1769 Email address: Arnold.Brier@yardi.com		
Solicitation/Contract for <u>Public Housing/Section 8 Software</u> Services		

### BIDDER/PROPOSER (CONTRACTOR) CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Bidder/Proposer (Contractor) acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Bidder/Proposer (Contractor) and staff performing work under the Contract will be in compliance. Bidder/Proposer (Contractor) further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any quote/bid/proposal, or termination of any resultant Contract, at the sole judgment of the Los Angeles County Development Authority (LACDA).

**I declare under penalty of perjury under 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: Arnold Brier	Title: Senior VP
Signature: 	Date: 2/15/2022

## CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its quote, bid, proposal 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 Los Angeles County Development Authority (LACDA), 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 LACDA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any LACDA, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: Arnold Brier Title: Senior Vice President

Signature:  Date: 2/15/2022

## DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) 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 covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.


Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Los Angeles County Development Authority, he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in section 8.43 in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks, and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all LACDA Section 3 contracts as follows:

- Public housing financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements, include the Section 3 contract language in section 8.43 in the contract, and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

***I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.***

Yardi Systems, Inc.	430 South Fairview Avenue, Santa Barbara, CA, 93117
_____ Name of Contractor/Subcontractor	_____ Address
Arnold Brier	Senior Vice President
_____ Print Name	_____ Title
 _____ Signature	2/15/2022 _____ Date

**FEDERAL LOBBYIST REQUIREMENTS  
CERTIFICATION**

Name of Firm: Yardi Systems, Inc. Date: 2/15/2022

Address: 430 South Fairview Avenue

State: CA Zip Code: 93117 Phone No. : (800) 866-1144

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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 Los Angeles County Development Authority:


- 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.

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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: Senior Vice President

Signature:  Date: 2/15/2022

Type text I

Proposer's Name: Yardi Systems, Inc.

### Subcontract and Third Party Software Acknowledgement

Please complete<sup>1</sup>, date and sign this form and place it in the **Required Forms Section G** of the Business Proposal Format package. The person signing the form must be authorized to sign on behalf of the Proposer, and if awarded a contract, the following applies:

- The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the LACDA.
- The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the LACDA.
- The Contractor shall provide detailed information regarding any 3<sup>rd</sup> 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 3<sup>rd</sup> party software that the LACDA will be responsible for.


Subcontractor Name	Subcontractor Address	Subcontractor Phone Number	Service/Commodity Description	Additional Information
This is not applicable				

<sup>1</sup>Additional sheet is acceptable to include additional subcontract names with detail information.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Executive Director's sole judgment which shall be final.

Proposer's Name: Yardi Systems, Inc.  
Address: 430 South Fairview Avenue  
E-mail address: Arnold.Brier@yardi.com  
Telephone number: (800) 866-1144 Fax number: (805) 699-2046

On behalf of Yardi Systems, Inc. (Proposer's name), I, Arnold Brier (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Questionnaire/Affidavit is true and correct to the best of my information and belief.

  
\_\_\_\_\_  
Signature  
Senior Vice President  
\_\_\_\_\_  
Title  
2/15/2022  
\_\_\_\_\_  
Date

77-0049051  
\_\_\_\_\_  
IRS Employer Identification No.  
C1315897  
\_\_\_\_\_  
CA License No. (If applicable)

## ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION


Company Name: Yardi Systems, Inc.		
Company Address: 430 South Fairview Avenue		
City: Santa Barbara	State: CA	Zip Code: 93117
Telephone Number: (800) 866-1144	Email address: Arnold.Brier@yardi.com	
Solicitation Name: Public Housing and Section 8 Administrative Software Services		

### BIDDER/PROPOSER CERTIFICATION

The Los Angeles County Development Authority (LACDA) 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 LACDA.

**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: Arnold Brier	Title: Senior Vice President
Signature: 	Date: 2/15/2022

**EXHIBIT H –  
Jury Service Ordinance**

**RFQ/IFB/RFP/RFSQ**  
**CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM**  
**APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Los Angeles County Development Authority's (LACDA) solicitation for this contract/purchase order/Invitation for Bid/Request for Proposal or Request for Statement of Qualifications is subject to the LACDA'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 LACDA will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

<b>Company Name:</b> Yardi Systems, Inc.		
<b>Company Address:</b> 430 South Fairview Avenue		
<b>City:</b> Santa Barbara	<b>State:</b> CA	<b>Zip Code:</b> 93117
<b>Telephone Number:</b> (800) 866-1144		
<b>Solicitation For (Type of Goods or Services):</b> Real estate software and cloud hosting		

***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 LACDA 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 LACDA 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.***

<b>Print Name:</b> Arnold Brier	<b>Title:</b> Senior Vice President
<b>Signature:</b> 	<b>Date:</b> 2/15/2022



**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](http://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?**

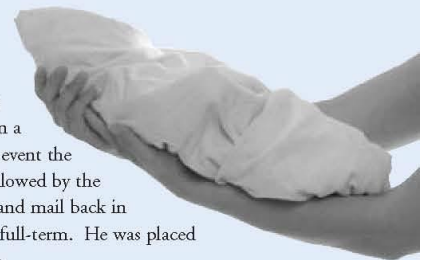
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## **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.

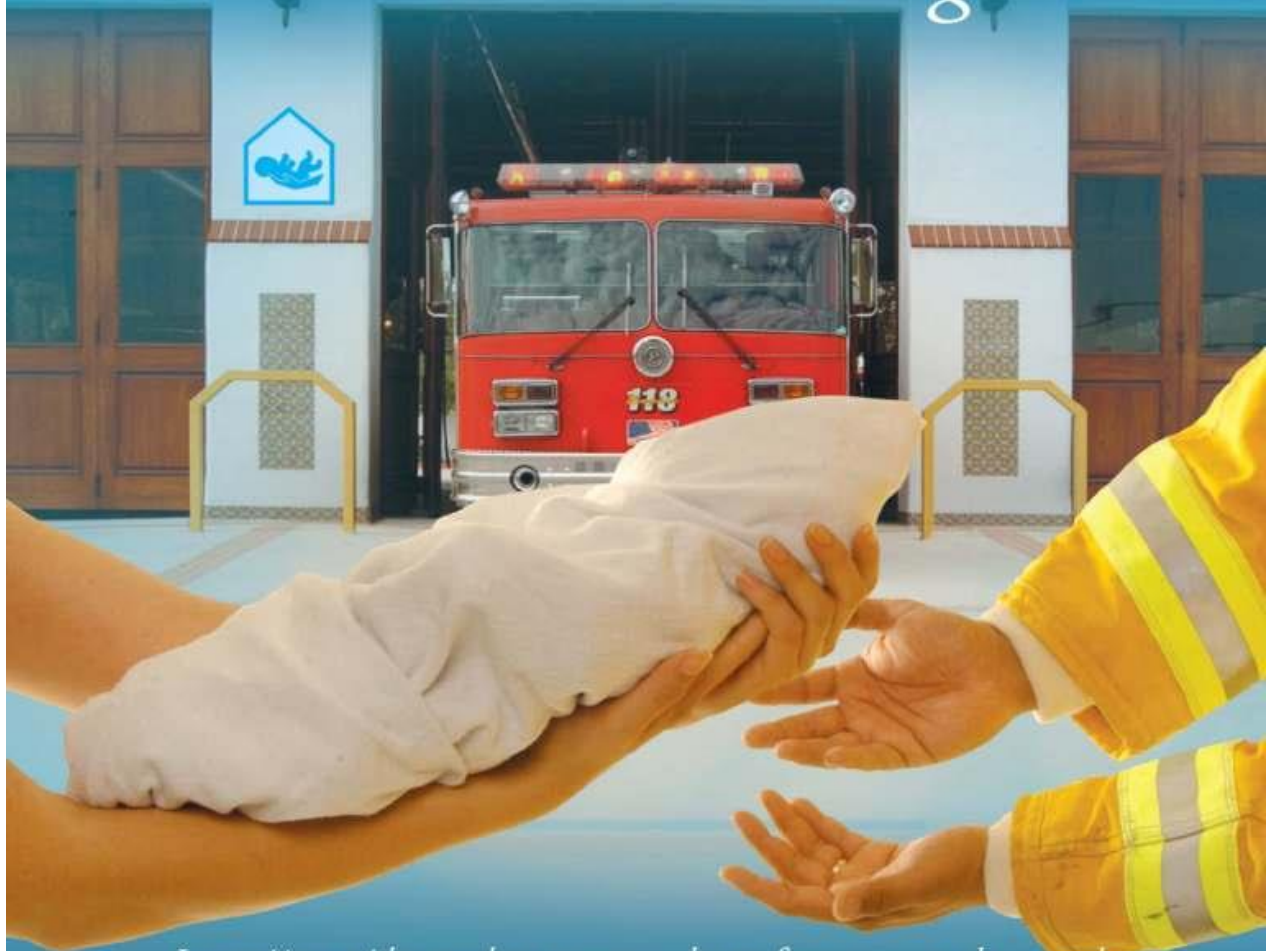
## *A baby's story*

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](http://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.*

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)

## ¿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 Ángeles. 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 Ángeles 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**

## DEFAULTED PROPERTY TAX REDUCTION PROGRAM CERTIFICATION OF COMPLIANCE

Company Name: Yardi Systems, Inc.		
Company Address: 430 South Fairview Avenue		
City: Santa Barbara	State: CA	Zip Code: 93117
Telephone Number: (800) 866-1144	Email address: Arnold.Brier@yardi.com	
Solicitation/Contract For <u>Public Housing/Section 8 Software</u> Services:		

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: Senior Vice President
Signature: 	Date: 2/15/2022

**EXHIBIT K –  
(INTENTIONALLY OMITTED)**



**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 T

#### FLEXSAFE BENEFICIARY ENROLLMENT

Account Number \_\_\_\_\_

Pursuant to the FlexSAFE Escrow Agreement ("Agreement"), Depositor hereby enrolls the following as a FlexSAFE Beneficiary:

Notices and communications to FlexSAFE  
Beneficiary should be addressed to:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Designated Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Invoices to FlexSAFE Beneficiary should be  
addressed to:

\_\_\_\_\_

Contact: \_\_\_\_\_

P.O.#, if required: \_\_\_\_\_

\_\_\_\_\_  
Depositor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DSI Technology Escrow Services, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FLEXSAFE ESCROW AGREEMENT

Account Number \_\_\_\_\_

This agreement ("Agreement") is effective \_\_\_\_\_, 2003 between DSI Technology Escrow Services, Inc. ("DSI") and Yardi Systems, Inc. ("Depositor"), who collectively may be referred to in this Agreement as the parties ("Parties") and who are more fully identified in Exhibit A.

A. Depositor and Depositor's client have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as "the License Agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. Depositor desires to establish an escrow with DSI to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

D. The parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

### ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, Depositor shall deliver to DSI the proprietary technology and other materials ("Deposit Materials") to be deposited under this Agreement.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to DSI with the Deposit Materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify Depositor regarding the status of the account as required in Section 3.2.

1.3 Deposit Inspection. When DSI receives the Deposit Materials and Exhibit B, DSI will conduct a deposit inspection by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit B.

1.4 Acceptance of Deposit. At completion of the deposit inspection, if DSI determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B, DSI

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F01v2

will date and sign Exhibit B and mail a copy thereof to Depositor. If DSI determines that the labeling does not match the item descriptions or quantity on Exhibit B, DSI will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Depositor. DSI's acceptance of the deposit occurs upon the signing of Exhibit B by DSI.

1.5 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;
- b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to DSI the rights as provided in this Agreement; and
- c. The Deposit Materials are not subject to any lien or other encumbrance.
- d. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

1.6 Deposit Updates. Updates to the Deposit Materials may be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.5. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.7 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor or as otherwise provided in this Agreement.

## ARTICLE 2 -- FLEXSAFE ENROLLMENTS

2.1 FlexSAFE Beneficiary. As used in this Agreement ("FlexSAFE Beneficiary") shall mean one or more FlexSAFE Beneficiaries depending on Depositor Enrollment(s), in accordance with Section 2.2.

2.2 FlexSAFE Enrollment(s). Depositor may enroll one or more beneficiaries under this Agreement. Depositor will execute and submit to DSI a FlexSAFE Beneficiary Enrollment document, referenced in this Agreement as Exhibit T, listing each beneficiary to be enrolled as a FlexSAFE Beneficiary under the Agreement. Upon DSI's acceptance of Exhibit T and any additional Exhibit T thereto, DSI will issue an enrollment letter and a copy of this Agreement to the FlexSAFE Beneficiary.

2.3 Other Third Parties. DSI shall have no obligation to any other third party except a FlexSAFE Beneficiary accepted by DSI. DSI and Depositor shall have the right to modify or cancel the Agreement without the consent of any third party.

### ARTICLE 3 -- CONFIDENTIALITY AND RECORD KEEPING

3.1 Confidentiality. DSI shall maintain the Deposit Materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of DSI. DSI shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement, DSI shall not disclose the content of this Agreement to any third party and shall not disclose, transfer, make available, or use the Deposit Materials. If DSI receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify Depositor unless prohibited by law. It shall be the responsibility of Depositor to challenge any such order; however, DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any order from a court or other judicial tribunal. (See Section 8.5 for notices of requested orders.)

3.2 Status Reports. DSI will issue to Depositor and FlexSAFE Beneficiary a report profiling the account history at least semi-annually. DSI may provide copies of the account history upon request. Depositor will notify DSI if the account history is not to be provided to FlexSAFE Beneficiary.

3.3 Audit Rights. During the term of this Agreement, Depositor shall have the right to inspect the written records of DSI pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

### ARTICLE 4 -- GRANT OF RIGHTS TO DSI

4.1 Title to Media. Depositor hereby transfers to DSI the title to the media upon which the proprietary technology and materials are written or stored. However, this transfer does not include the ownership of the proprietary technology and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.

4.2 Right to Make Copies. DSI shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials including but not limited to the hardware and/or software needed.

4.3 Right to Transfer Upon Release. Depositor hereby grants to DSI the right to transfer the Deposit Materials to FlexSAFE Beneficiary upon any release of the Deposit Materials for use by FlexSAFE Beneficiary in accordance with Section 5.4. Except upon such a release or as otherwise provided in this Agreement, DSI shall not transfer the Deposit Materials.

### ARTICLE 5 -- RELEASE OF DEPOSIT



5.1 Release of Deposit Upon Depositor's Instruction. Upon receipt by DSI of written instruction(s) directly from Depositor, Depositor's trustee in bankruptcy, or a court of competent jurisdiction, DSI will release a copy of the Deposit Materials to the FlexSAFE Beneficiary identified in the instruction(s). However, DSI is entitled to receive any fees due DSI before making the release. Any copying expense in excess of \$300 will be chargeable to FlexSAFE Beneficiary. This Agreement will terminate upon the release of the Deposit Materials held by DSI.

5.2 Filing for Release of Deposit by FlexSAFE Beneficiary.

- a. Upon notice to DSI by FlexSAFE Beneficiary of the occurrence of a release condition as defined in Section 5.3, DSI shall provide Depositor with a copy of FlexSAFE Beneficiary's notice by commercial express mail. From the date DSI mails the notice requesting release of the Deposit Materials, Depositor shall have 30 days to deliver to DSI contrary instructions ("Contrary Instructions").

Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, DSI shall send a copy of the Contrary Instructions to FlexSAFE Beneficiary by commercial express mail. Additionally, DSI shall notify both Depositor and FlexSAFE Beneficiary that there is a dispute to be resolved pursuant to Section 8.3. Subject to Section 6.3, DSI will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and FlexSAFE Beneficiary; (b) dispute resolution pursuant to Section 8.3; or (c) order of a court.

- b. If no Contrary Instructions are given to DSI, Depositor agrees that DSI shall deliver a copy of the Deposit Materials to the FlexSAFE Beneficiary who provides DSI with all of the following:
  1. Copy of the current License Agreement between Depositor and FlexSAFE Beneficiary;
  2. Written demand that a copy of the Deposit Materials be released and delivered to FlexSAFE Beneficiary;
  3. Written notice that the copy of the Deposit Materials being released to FlexSAFE Beneficiary only be used as permitted under the License Agreement;
  4. Specific delivery instructions along with any fees due DSI; and
  5. Written notice that the release of the copy of the Deposit Materials is pursuant to 11 United States Code Section 365(n) or other applicable federal or state bankruptcy, insolvency, reorganization or liquidation statute.

5.3 Release Conditions. As used in this Agreement, "Release Condition" shall mean the existence of any one or more of the following circumstances, uncorrected for more than 30 days:

- a. Entry of an order for relief under Title 11 of the United States Code;

- b. The making by Depositor of a general assignment for the benefit of creditors;
- c. The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property; or
- d. Action by Depositor under any state or federal insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

5.4 Right to Use Following Release. Unless otherwise provided in the License Agreement; upon release of the Deposit Materials in accordance with this Article 5, FlexSAFE Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to FlexSAFE Beneficiary by the License Agreement. FlexSAFE Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

#### ARTICLE 6 -- TERM AND TERMINATION

6.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor instructs DSI in writing that the Agreement is terminated; or (b) DSI instructs Depositor and FlexSAFE Beneficiary in writing that the Agreement is terminated for nonpayment in accordance with Section 6.3 or by resignation in accordance with Section 6.4. If the Deposit Materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

6.2 Term of FlexSAFE Enrollment. Upon receipt by DSI of Depositor's executed Exhibit T, the FlexSAFE Beneficiary will be enrolled for an initial term of one year, unless this Agreement terminates earlier, causing the FlexSAFE Beneficiary enrollment to terminate. Subsequent enrollment terms may be adjusted to the anniversary date of this Agreement and shall automatically renew from year-to-year unless (a) Depositor instructs DSI in writing to terminate the FlexSAFE Beneficiary enrollment; (b) FlexSAFE Beneficiary instructs DSI in writing to terminate the FlexSAFE Beneficiary; or (c) the enrollment is terminated by DSI for nonpayment in accordance with Section 6.3.

6.3 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to all parties to this Agreement. Unless Depositor has instructed DSI to terminate FlexSAFE Beneficiary pursuant to subsection 6.2(a), Depositor or FlexSAFE Beneficiary shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one month of the date of such notice, then DSI shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

6.4 Termination by Resignation. DSI reserves the right to terminate this Agreement, for any reason, by providing Depositor with 60-days' written notice of its intent to terminate this Agreement. Within the 60-day period, the Depositor may provide DSI with written instructions authorizing DSI to forward the Deposit Materials to another escrow company and/or agent or other designated recipient. If DSI does not receive said written instructions within 60 days of the

Page 6

F01v2

date of DSI's written termination notice, then DSI shall destroy, return or otherwise deliver the Deposit Materials in accordance with Section 6.5.

6.5 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, DSI may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. DSI shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI or have been released to the FlexSAFE Beneficiary in accordance with Section 5.3.

6.6 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.5);
- b. The obligations of confidentiality with respect to the Deposit Materials;
- c. The rights granted in the sections entitled Right to Transfer Upon Release (Section 4.3) and Right to Use Following Release (Section 5.4), if a release of the Deposit Materials has occurred prior to termination;
- d. The obligation to pay DSI any fees and expenses due;
- e. The provisions of Article 8; and
- f. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

#### ARTICLE 7 -- DSI'S FEES

7.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the party responsible for payment of DSI's fees at least 60 days prior to any increase in fees. For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.

7.2 Payment Terms. DSI shall not be required to perform any service unless the payment for such service and any outstanding balances owed to DSI are paid in full. Fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest.

#### ARTICLE 8 -- LIABILITY AND DISPUTES

8.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of Depositor or FlexSAFE Beneficiary who gives any written notice, request, or instruction has the authority to do so. DSI will not be required to inquire into the truth or evaluate the merit of any

Page 7

F01v2

statement or representation contained in any notice or document. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

8.2 Indemnification. Depositor agrees to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by DSI relating in any way to this escrow arrangement unless such Liabilities were caused solely by the negligence or willful misconduct of DSI.

8.3 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be resolved by arbitration under the Commercial Rules of the American Arbitration Association. Three arbitrators shall be selected. The Depositor and FlexSAFE Beneficiary shall each select one arbitrator and the two chosen arbitrators shall select the third arbitrator, or failing agreement on the selection of the third arbitrator, the American Arbitration Association shall select the third arbitrator. However, if DSI is a party to the arbitration, DSI shall select the third arbitrator. Unless otherwise agreed by Depositor and FlexSAFE Beneficiary, arbitration will take place in San Diego, California, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator(s). Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

8.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

8.5 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct DSI to take, or refrain from taking any action, that party shall:

- a. Give DSI at least two business days' prior notice of the hearing;
- b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other duties.

#### ARTICLE 9 -- GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding between the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a party to the License Agreement between Depositor and FlexSAFE Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. DSI's only obligations to Depositor or FlexSAFE Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by both parties hereto, except Exhibit A need not be signed by either party.

9.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in Exhibit A. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

9.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

9.4 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor unless DSI receives clear, authoritative and conclusive written evidence of the change of parties.

9.5 Regulations. Depositor is responsible for and warrants compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

Yardi Systems, Inc.  
Depositor

DSI Technology Escrow Services, Inc.

By: Gordon Morrell

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Executive VP, C.O.O.

Title: \_\_\_\_\_

Date: October 1, 2001

Date: \_\_\_\_\_

**EXHIBIT A**

**DESIGNATED CONTACT**

Account Number \_\_\_\_\_

Notices, deposit material returns and communications to Depositor should be addressed to:

Company Name: Yardi Systems, Inc.  
Address: 430 South Fairview Ave.  
Goleta, CA 93117  
Designated Contact: Gordon Morrell  
Telephone: 805-699-2040 x105  
Facsimile: 805-699-2044  
E-Mail: [Gordon.Morrell@yardi.com](mailto:Gordon.Morrell@yardi.com)

Invoices to Depositor should be addressed to:

Yardi Systems, Inc.  
430 South Fairview Ave.  
Goleta, CA 93117

Contact: Monica Schlagel

**P.O.#, if required:** \_\_\_\_\_

Requests from Depositor to change the designated contact should be given in writing by the designated contact or an authorized employee.

Contracts, Deposit Materials and notices to DSI should be addressed to:

DSI Technology Escrow Services, Inc.  
Contract Administration  
9265 Sky Park Court, Suite 202  
San Diego, CA 92123

Telephone: (858) 499-1600  
Facsimile: (858) 694-1919  
E-Mail: [ca@dsiescrow.com](mailto:ca@dsiescrow.com)

Invoice inquiries and fee remittances to DSI should be addressed to:

DSI Technology Escrow Services, Inc.  
PO Box 45156  
San Francisco, CA 94145-0156

(858) 499-1636  
(858) 499-1637

Date: \_\_\_\_\_

**EXHIBIT B**

**DESCRIPTION OF DEPOSIT MATERIALS**

Depositor Company Name: Yardi Systems, Inc.

Account Number \_\_\_\_\_

Product Name: Yardi Enterprise \_\_\_\_\_ Version \_\_\_\_\_  
(Product Name will appear as Exhibit B Name on Account History report)

**DEPOSIT MATERIAL DESCRIPTION:**

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____ mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

**PRODUCT DESCRIPTION:**

Environment \_\_\_\_\_

**DEPOSIT MATERIAL INFORMATION:**

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_

Hardware required \_\_\_\_\_

Software required \_\_\_\_\_

Other required information \_\_\_\_\_

I certify for **Depositor** that the above described  
Deposit Materials have been transmitted to DSI:

**DSI** has inspected and accepted the above  
materials (*any exceptions are noted above*):

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date Accepted \_\_\_\_\_

Exhibit B# \_\_\_\_\_

Send materials to: DSI, 9265 Sky Park Ct., Suite 202, San Diego, CA 92123 (858) 499-1600



AMENDMENT TO ESCROW SERVICE AGREEMENT (the "Agreement")

by and between

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC. ("IMIPM") and  
"DEPOSITOR" and any other party agreeing to the terms of the Agreement (the "Amendment")

<b>CUSTOMER NAME:</b> <b>Yardi Systems, Inc.</b> <b>("DEPOSITOR")</b>	<b>ACCOUNT NUMBER: 21161</b> (Account number is for IMIPM reference only. The Amendment shall apply to all accounts governed by the Agreement):	<b>COMPANY NUMBER:</b> <b>2501013</b>	<b>AGREEMENT EFFECTIVE DATE:</b> <b>October 19, 2001</b>
<b>Primary Contact:</b> <b>Matt Dentiger</b>	<b>Title:</b>	<b>E-mail:</b> <b>Matt.dentinger@yardi.com</b>	
<b>Street Address: 430 South Fairview Ave.</b>	<b>City: Goleta</b>	<b>State:</b> <b>CA</b>	<b>Zip + 4:</b> <b>93117</b>
<b>Tel: 805-699-2040, ext. 389</b>	<b>Fax:</b>		

This Amendment is hereby entered into by and between **DEPOSITOR** and Iron Mountain Intellectual Property Management, Inc. ("IMIPM").

**WHEREAS**, IMIPM and the **DEPOSITOR** entered into an agreement on the Agreement Effective Date; and,

**WHEREAS**, IMIPM requires the terms and conditions be amended as a condition of its renewal of the Agreement and these amended terms and conditions shall apply to any party enrolling to the Agreement hereafter;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree to amend the terms and conditions of the Agreement as follows:

1. In the event the Agreement references Data Securities International, Inc. or DSI Technology Escrow Services, Inc. ("DSI") or Fort Knox or Source File as the escrow agent, all of whom are now known as Iron Mountain Intellectual Property Management, Inc. or IMIPM, all references in the Agreement, if any, to DSI, Fort Knox or Source File shall now be understood and agreed to refer to IMIPM.
2. The Agreement is hereby modified by deleting in its entirety any and all language referencing indemnification, if any, and adding the following:

**General Indemnity.**

Subject to Section 3 and 4 herein, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

3. The Agreement is hereby modified by deleting in its entirety any and all language referencing limitation of liability, if any, and adding the following:

**Limitation of Liability.**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN THEFT; OR (IV) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Page 1 of 2



4. The Agreement is hereby modified by deleting in its entirety any and all language referencing consequential or indirect damages, if any, and adding the following:

**Consequential Damages Waiver.**

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

5. The Agreement is hereby modified by deleting in its entirety any and all language, if any, referencing the inspection of material received by Iron Mountain from Depositor to be stored with Iron Mountain under the Agreement ("Deposit Material") and adding the following;

IMIPM will conduct a visual deposit inspection upon receipt of any Deposit Material and associated Exhibit B and provide notice by electronic mail, telephone, or regular mail to the Depositor and Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. If IMIPM determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B hereto, Iron Mountain will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. IMIPM will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. OTHER THAN IMIPM'S INSPECTION OF THE DEPOSIT MATERIALS, AS DESCRIBED ABOVE, IMIPM SHALL HAVE NO OBLIGATION REGARDING THE ACCURACY, COMPLETENESS, FUNCTIONALITY, PERFORMANCE OR NON-PERFORMANCE OF THE DEPOSIT MATERIALS.

6. The Agreement is hereby modified by deleting in its entirety any and all language, if any, referencing Iron Mountain providing status reports or updates of escrow account activity and replacing it with the following:

IMIPM shall provide to Depositor and Beneficiary access to the Iron Mountain real-time, on-line portal to view data and documentation relative to this Agreement. Upon request, IMIPM will provide ad hoc status reports to Depositor and Beneficiary.

7. In the event that any terms and conditions contained herein are in conflict with the terms and conditions set forth in the Agreement, the terms and conditions set forth in this Amendment shall be deemed to be the controlling terms and conditions.

8. All other terms and conditions of the Agreement remain unchanged and are in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The last date noted on the signature blocks of this Amendment shall be the Amendment Effective Date.

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment or caused this Amendment to be duly executed on its behalf as of the Amendment Effective Date.

<b>"DEPOSITOR"</b>	<b>IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.</b>
<b>Individual Signing:</b> [print name]	<b>Individual Signing:</b> [print name]
<b>Signature:</b>	<b>Signature:</b>
<b>Title:</b>	<b>Title:</b>
<b>Signing Date:</b>	<b>Signing Date:</b>



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/5/2023		
<b>BOARD MEETING DATE</b>	7/25/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Human Resources (DHR)		
<b>SUBJECT</b>	Authorize the Department of Human Resources to employ a retired County employee on a temporary basis (PEPRA 120–Day Retiree Waiver).		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	None		
<b>COST &amp; FUNDING</b>	Total cost: \$ TBD		Funding source:
	TERMS (if applicable):		
	Explanation: Cost to be absorbed by current funding.		
<b>PURPOSE OF REQUEST</b>	The Department of Human Resources is requesting the immediate reinstatement of Abbe Land as a 120-day temporary employee. Ms. Land has extensive knowledge related to her current assignment of Chief Strategist working with the Chief Executive Office (CEO), DHR, and the Board on various initiatives related to ARDI, Child Care Options, and Sexual Orientation Gender Identity expression (SOGIE). Her unique experience and subject matter expertise are needed to advance the important work being done on these matters.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Ms. Land is set to retire on 6/30/23 and has several assignments that must be advanced. Ms. Land will work to analyze data, complete assessments and engage in knowledge transfer while in this temporary 120-day assignment.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Ms. Land will work to advance the critical work related to racial and gender equity.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Leslie Foxvog, <a href="mailto:lfoxvog@hr.lacounty.gov">lfoxvog@hr.lacounty.gov</a> (213) 349-7993.		



**LISA M. GARRETT**  
DIRECTOR OF PERSONNEL

# COUNTY OF LOS ANGELES

## DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS  
KENNETH HAHN HALL OF ADMINISTRATION  
500 W. TEMPLE STREET, ROOM 579 • LOS ANGELES, CALIFORNIA 90012  
(213) 974-2406 • FAX (213) 621-0387

BRANCH OFFICE  
510 S. VERMONT AVENUE, 12TH FLOOR • LOS ANGELES, CALIFORNIA 90020  
(213) 866-5846 • FAX (213) 637-0821

July 25, 2023

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE DEPARTMENT OF HUMAN RESOURCES TO EMPLOY A  
RETIRED COUNTY EMPLOYEE ON A TEMPORARY BASIS  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

The County of Los Angeles (County), Department of Human Resources (DHR), is requesting that the Board of Supervisors (Board) grant an exception to the 180-Day waiting period required under the California Public Employees' Pension Reform Act (PEPRA) of 2013, with regards to reinstating retired County Employees as 120-Day temporary employees.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize DHR to immediately reinstate Ms. Abbe Land as a 120-day temporary employee upon Board approval, waiving the 180-day waiting period required under Government Code Section 7522.56.
2. Approve the request to allow Ms. Land to return at a rate and classification commensurate with her assignment for up to 960 total hours of work in a fiscal year.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Ms. Land retired from County service on June 30, 2023 as the Chief Strategist, Special Projects for DHR for the last year and has a strong knowledge of -specific projects whereby her expertise is highly valued and needed to -transition or bring to closure. Ms. Land's years of experience related to Anti-Racism, Diversity, and Inclusion (ARDI), will assist DHR in facilitating and incorporating feedback on the Equity Action Plan and will

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identify metrics related to areas of focus. In addition, Ms. Land will be preparing her successor as the DHR liaison with the Fire Department's Multi-Disciplinary Action Team (MAT). As the former Chair of the MAT, Ms. Land is uniquely qualified to serve on the team, providing oversight and guidance in matters related to the teams' goals of increasing female firefighters and diversifying the department.

Ms. Land authored a formative report on Child Care Options for county employees outlining a series of recommendations and is in the process of piloting services to areas of greatest need. Based on the Board's request of the Chief Executive Office (CEO) and DHR to explore options related to Paid Family Leave as a benefit and Ms. Land's early work with the CEO team analyzing the initial data related to paid family leave, Ms. Land has the background and knowledge to support the temporary project fully.

Ms. Land is also leading the DHR Sexual Orientation Gender Identity and Expression data collection and education project to gather the necessary information used for training. Her continued and past work with the Lesbian, Gay, Bisexual, Transgender, Queer community at large and her advocacy for inclusive data collection, provide a well-rounded skill set for the work associated with training development.

Ms. Land's return on a part-time basis will ensure the immediate availability of subject matter expertise critically needed for developing solutions, recommending improvement, and ensuring outcomes of the projects that Ms. Land leads as DHR engages in knowledge transfer and preparing her successor to carry on these efforts.

DHR requests that the Board approve the reinstatement of Ms. Land as a temporary 120-Day employee at the time of her retirement, thus, waiving the 180-Day waiting period required under PEPRA.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The cost of the recommended actions will be absorbed within DHR's existing budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Under PEPRA, a person who retires from the County may serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system after a period of 180 days following the date of retirement has elapsed. However, the person may commence service prior to 180 days following the date of retirement, as long as the department certifies the position is critically needed and that the retired person has the skills needed to perform the work within a limited duration of time.

The Honorable Board of Supervisors  
July 25, 2023  
Page 3

The recommended actions are in conformance with PEPRA.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Implementation of these recommendations will ensure that DHR has the capability to continue the best contribution to critical departmental and Countywide projects.

Respectfully submitted,

LISA M. GARRETT  
Director of Personnel

LMG:PAM:LF  
NC:gc

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
LACERA

S:\\_AS\Board Letters\_Memos\2023\Employ Retired Emp on Temp Basis - Abbe Land – 06-20-23

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/5/2023		
<b>BOARD MEETING DATE</b>	7/25/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Internal Services Department		
<b>SUBJECT</b>	Civic Center Soft Water Pipes Replacement		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A		
<b>COST &amp; FUNDING</b>	Total cost: \$197,000		Funding source: Civic Center Utility Tunnel Improvements, Capital Project No. 87885
	TERMS (if applicable):		
	Explanation:		
	Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$5,822,000 from the Civic Center Utility Tunnel Improvements, Capital Project No. 87885, to the Civic Center Tunnel Soft Water Pipes Replacement, Capital Project No. 87972, to fully fund the proposed Project.		
<b>PURPOSE OF REQUEST</b>	Approval of the recommendations will find the Civic Center Tunnels Soft Water Pipes Replacement Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87972, approve the Project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed Project using a Board-approved Job Order Contract.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed Project will address needed replacements and repairs to existing soft water pipes in the utility tunnels throughout the Civic Center originating from the Civic Center's Cogeneration Plant located at 222 N. Hill St, Los Angeles, CA 90012. The soft water pipes have exceeded their useful lifespan and must be replaced in order to mitigate any future emergency event.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: - Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov		



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

**SELWYN HOLLINS**  
Director

Telephone: (323) 267-2101  
FAX: (323) 264-7135

*"Trusted Partner and Provider of Choice"*

July 25, 2023

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**INTERNAL SERVICES DEPARTMENT  
CIVIC CENTER TUNNELS SOFT WATER PIPES REPLACEMENT PROJECT  
CATEGORICAL EXEMPTION  
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87972  
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACT  
(FY 2023-24)  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Approval of the recommendations will find the Civic Center Tunnels Soft Water Pipes Replacement Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87972, approve the Project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed Project using a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Civic Center Tunnels Soft Water Pipes Replacement Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the Project.
2. Establish and approve the proposed Civic Center Tunnels Soft Water Pipes Replacement, Capital Project No. 87972, with a total budget of \$6,436,000.

3. Approve an appropriation adjustment to transfer \$5,822,000 from the Civic Center Utility Tunnel Improvements, Capital Project No. 87885, to the Civic Center Tunnels Soft Water Pipes Replacement, Capital Project No. 87972.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommendations will find the proposed Civic Center Tunnels Soft Water Pipes Replacement Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 87972, approve the Project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project will address needed replacements and repairs to existing soft water pipes in the utility tunnels throughout the Civic Center originating from the Civic Center's Cogeneration Plant located at 222 N. Hill St, Los Angeles, CA 90012. The proposed Project will reduce the likelihood of potential future flooding within the utility tunnels existing below the Civic Center. An evaluation was conducted following a pipe rupture and unexpected flooding that occurred in the Civic Center utility tunnels in January 2021. The evaluation yielded the need to replace the soft water pipes which have exceeded their useful lifespan, in order to mitigate any future emergency event.

The proposed scope of work includes the replacement of the existing pipes, flanges, and accessories.

The estimated project duration is approximately 10 months which includes the completion of design and construction documents, jurisdictional approvals, construction, and project completion.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

### **Green Building/Sustainable Design Program**

The proposed Project will support the Board's Green Building/Sustainable Design Program by incorporating design features that will optimize energy efficiency.

The Project will be designed and constructed to comply with Title 24 of the California Code of Regulations. Title 24 contains building standards to conserve electricity and natural gas in new and existing buildings within the State. When possible, ISD will document all Title 24 related improvements that qualify for Leadership in Energy and Environmental Design (LEED) building points to apply toward future LEED certification for the County building.



### **FISCAL IMPACT/FINANCING**

The total cost for the proposed Project is currently estimated at \$6,436,000, which includes design, construction, change order allowance, inspection/testing, and ISD County services (Enclosure A). The Extraordinary Maintenance budget previously funded \$614,000 for design services.

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$5,822,000 from the Civic Center Utility Tunnel Improvements, Capital Project No. 87885, to the Civic Center Tunnel Soft Water Pipes Replacement, Capital Project No. 87972, to fully fund the proposed Project.

### **Operating Budget Impact**

The scope of work consists of repairs and replacements made to an existing space. Therefore, following the completion of the proposed Project, ISD does not anticipate any one-time start-up or additional ongoing costs as a result of the proposed Project.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on June 11, 2019, the proposed Projects will have a mandatory hiring requirement of at least thirty percent (30%) Local Workers and 10 percent (10%) Targeted Workers.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Civic Center Soft Water Pipes Replacement Project is exempt from the Civic Art Allocation as it involves underground work.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from CEQA. The scope of work consists of the replacement of existing pipes. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), and (d), 15302(c), and 15303 of the State CEQA Guidelines and Classes 1(c) and (d), 2(e), and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and installation of equipment at existing facilities.

In addition, based on the record of the proposed Project, it will comply with all applicable regulations, it is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed Project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

### **CONTRACTING PROCESS**

The proposed Projects will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOCs contain the Board's required provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support program.

The JOC contractor who will perform the work are required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contract, such as a JOC, not by County employees, due to the "Force Account" limitations set forth in the Public Contract Code.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will have minimal impact on current county services.

### **CONCLUSION**

Please return one adopted copy of the Board letter to the following: ISD Operations Service, and the Chief Executive Office – Capital Programs Division.

Respectfully submitted,

Selwyn Hollins  
Director

SH:MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors

The Honorable Board of Supervisors  
July 25, 2023  
Page 5

Chief Executive Officer  
County Counsel

DRAFT

**PROJECT INFORMATION SHEET  
SCHEDULE AND BUDGET SUMMARY**

<b>PROJECT :</b>	<b>Civic Center Tunnels Soft Water Pipes Replacement</b>
<b>CAPITAL PROJECT NO. :</b>	<b>87972</b>

<b>I. PROJECT SCHEDULE</b>		
<b>Project Activity</b>	<b>Duration</b>	<b>Scheduled Completion Date</b>
Complete Construction Documents	1 months following Board approval	Aug 2023
Jurisdictional Approval	1 months following Board approval	Aug 2023
Award Construction Contract	2 months following Board approval	Sept 2023
Substantial Completion	9 months following Board approval	April 2024
Project Acceptance	10 months following Board approval	May 2024

<b>II. BUDGET SUMMARY</b>	
<b>Budget Category</b>	<b>Proposed Budget</b>
Construction	
Construction	\$ 3,595,000.00
Change Orders	\$ 793,000.00
<b>Subtotal</b>	<b>\$ 4,388,000.00</b>
Civic Art	\$ -
Plans and Specifications	\$ 40,000.00
Jurisdictional Review/Plan Check/Permits	\$ 149,000.00
County Services	\$ 1,859,000.00
<b>Total Project Budget</b>	<b>\$ 6,436,000.00</b>

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BA FORM 10142022

BOARD OF SUPERVISORS  
OFFICIAL COPY

July 25, 2023

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****FY 2023-24****3 - VOTES****SOURCES****USES**

VARIOUS CAPITAL PROJECTS

**CIVIC CENTER UTILITY TUNNEL IMPROVEMENTS**

A01-CP-6014-65099-87885

CAPITAL ASSETS - B &amp; I

**DECREASE APPROPRIATION****5,822,000**

VARIOUS CAPITAL PROJECTS

**CIVIC CENTER TUNNELS SOFT WATER PIPES REPLACEMENT**

A01-CP-6014-65099-87972

CAPITAL ASSETS - B &amp; I

**INCREASE APPROPRIATION****5,822,000****SOURCES TOTAL****\$ 5,822,000****USES TOTAL****\$ 5,822,000****JUSTIFICATION**

Reflects the transfer of \$5,822,000 net County cost from the Civic Center Utility Tunnel Improvements project, Capital Project No. 87885, to fully fund the Civic Center Tunnels Soft Water Pipes Replacement project, Capital Project No. 87972.

**AUTHORIZED SIGNATURE**

AMIR ALAM, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE