



TACOMA HOUSING AUTHORITY

RESOLUTION 2022-01-26 (1)

Date: January 26, 2022

To: THA Board of Commissioners

From: April Black
Executive Director

Re: Approving the execution of an agreement with Yardi Systems, Inc

Approving the form of agreement with Yardi Systems, Inc.; and, authorizing and directing the Executive Director of the Authority to enter into that agreement and carry out its terms.

Background

The selection process to arrive at the recommendation to enter into a contract with Yardi involved numerous committees and constituent representatives from throughout the agency. This need was precipitated by the recognition that THA's current solution, based on the Salesforce platform, was not capable of meeting current or future needs. An evaluation demonstrated that it would take substantial additional resources, including a complete system rebuild, and ongoing additional staff resources, to address fundamental operational and data reporting deficiencies. As a result of this analysis, THA began the process of selecting a delivered solution from a software vendor experienced in the public housing authority field.

IT performed an exploration of alternative housing software solutions. This included high-level demos from Yardi, Emphasys, and MRI (TenMast). The team did this analysis with the support of two staff members from THA operations who volunteered to attend the demos. The combined group found that of the three alternative platforms reviewed, Yardi was the only platform that would merit an in-depth analysis and comparison to Salesforce functionality. This was largely due to Yardi's expanded Moving to Work (MTW) module capabilities.

After further discussions and follow up meetings, the Cabinet decided, pending the hire of a new Chief Information Officer (CIO), to approve a full fit-gap analysis and in-depth evaluation to determine if Salesforce should continue for THA business needs, including budgetary considerations. This full fit-gap analysis was intended to comprehensively compare Salesforce to Yardi and would require additional staff and time to complete.

This analysis began with the hire of the new CIO and the formation of a new, agency-wide committee called the IT Advisory Committee (ITAC), made up of representatives from throughout THA. One of the first decisions ITAC made was to endorse the previous

recommendation to evaluate Yardi exclusively through a comprehensive fit/gap analysis comparing that solution with the existing THA Salesforce-based system. Because THA is a MTW organization that had needs that matched the corresponding functionality in Yardi and the fact Yardi supports a large number of MTW agencies nation-wide, including many of our local peer agencies, the committee agreed with the prior analysis that only Yardi could meet THA needs. In addition, the ITAC requested comprehensive, agency-wide demos of the Yardi system.

Over the next several months, concluding in October of 2021, the fit/gap was completed and four rounds of demos of the Yardi system were done. In addition, an evaluation of the state of data within the Salesforce platform was completed, the results of which were concerning. At the end of this analysis, the ITAC considered 24 questions in its process of making a recommendation on a direction for THA. Some of the considerations included whether and what would be needed for the current Salesforce system to meet THA needs (a complete rebuild and more than doubling staff); Yardi's fit for THA needs (it was found to be a closer fit); and operational/data reporting considerations. Another key consideration was that the Federal General Services Administration (GSA) and several local peers already use Yardi, including the Pierce County Housing Authority (PCHA). This recommendation was forwarded to the Leadership Team which also unanimously voted to endorse this recommendation.

Since that time, THA has formed three new representative committees to both open a dialogue with Yardi on the potential use of their system and work on resolving some of the significant concerns with data in the current Salesforce solution. These committees include:

- The Yardi Implementation Team (YIT) made up of ITAC members, subject matter experts from the departments and IT.
- The Data Governance Committee (DGC) made up of subject matter experts and jointly lead by the Policy, Innovation and Evaluation Team (PIE) and IT.
- The contracts negotiation team made up of IT leadership, legal counsel, and an outside consultant.

These teams have looked at all aspects of a potential Yardi implementation including the project plan, scope, pricing, contract terms and more. Each step of the process has been transparent and key steps have been endorsed by these various committees with ITAC overseeing the entire process. Consistent with THA Procurement Policy, THA proposes to use the pre-negotiated US Federal GSA contract as the basis of its proposed agreement with Yardi.

Here are a few highlights of the contract:

- The contract we plan to use is the General Services Administration (GSA) contract with Yardi. The core contract has been previously negotiated and cannot be substantially modified. We do have the ability to add terms to addendums and have done so for things like ensuring future module purchasing discounts and service level agreement guarantees.

- We have negotiated a 3-year term here. That said, there is a way to get out of the contract if Yardi materially fails to perform (termination for cause). Please see Section 3: Term and Termination, subsection c of the contract.
 - The indemnity clauses are part of the standard GSA contract and are not unusual. Yardi will meet cyber security auditing requirements, covered in the contract.
 - The annual expense after Yardi is implemented is \$363,607.57 to start for the initial 3-year period with a CPI limited increase occurring annually. Subsequent price increases are tied to GSA contract terms and also limited to CPI. These license fees are quite favorable when compared to OpenDoor (plus associated tools), Intact, Adaptive, Yooz and Airtable, particularly when considered with what it would take to get OpenDoor into a more usable and supportable state, including licenses needed for public use. We currently pay \$527,870 for OpenDoor and the associated tools. Improving OpenDoor to meet our needs would require additional expense in software, staff and consultants.
 - The contract includes implementation costs for the first 18 months, in addition to the annual expense. It also includes concessions for years 1-2 on the annual expense. These costs are all included in the 2022 budget.
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- The project will be divided into two phases. The vast majority of the work will be done in phase 1 and will include all the modules listed in the contract on page 8. The only functionality left to phase 2 is Vendor Café which includes purchasing beyond the basic functionality we have today as well as a portal for landlords and the advanced budgeting module.

Recommendation

Approve the recommendation to enter into a contract with Yardi Systems, Inc.



TACOMA HOUSING AUTHORITY

RESOLUTION 2021-01-26 (1)

Approving the Execution of a Contract with Yardi Systems, Inc.

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma relating to systems management; approving the terms of an agreement with Yardi Systems, Inc.; and, authorizing and directing the Executive Director of the Authority to enter into that agreement and carry out its terms.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY THE CITY OF TACOMA, as follows:

Section 1. Recitals and Findings.

1.1 RCW 35.82.070 authorizes housing authorities to “make and execute contracts and other instruments” including, without limitation, to “arrange or contract for the furnishing by an person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof.”

1.2 The Housing Authority of the City of Tacoma (“Tacoma Housing Authority” or “Authority”) has substantial needs for application software for real property and asset management, data and records management, and for financial systems, all to better serve its low and moderate-income housing community and other services through the various programs administered by the Authority. Older software systems are in need of redevelopment or replacement.

1.3 The Authority has engaged in a multi-year effort to identify and procure necessary system software, cloud services, support and training, including installation, maintenance and service of hardware and software. That effort has included evaluation by Authority-wide personnel of many vendors, services and programs, and government service providers under federal and local programs.

1.4 The Federal Government, through its General Services Administration (“GSA”) has entered a contract with Yardi Systems, Inc. (“Yardi”), and consistent with its Procurement Policy, the Authority may contract with Yardi under governmental joint purchasing programs. In that regard, Pierce County has urged the Authority to collaborate with its neighbor housing authority, the Pierce County Housing Authority. And, the Pierce County Housing Authority has already procured comparable systems from Yardi.

1.5 Separately, under RCW 39.04.280, the Yardi package of services and programs is clearly a unique and sole source for the Authority’s current demands and needs, for eligibility under authority for a sole source procurement and for the special and unique market conditions for these services and products.

1.6 The Board of Commissioners hereby determines that it is in the best interest of the Authority to enter an agreement with Yardi Systems Inc., substantially in the form attached to this Resolution for the programs and services set out in that agreement.

Section 2 Authorization of Agreement and Execution Thereof. The Board of Commissioners of the Authority approves the agreement with Yardi Systems, Inc. in substantially the form attached hereto as Exhibit A (the “Agreement”) and authorizes and directs the Executive Director of the Authority to execute and deliver the Agreement on behalf of the Authority and to delivery and carry out the terms of the Agreement on behalf of the Authority.

Section 3. Acting Officers Authorized. Any action required by this resolution to be taken by the Executive Director of the Authority may in her absence be taken by the duly authorized Deputy Executive Director or interim Deputy Executive Director of the Authority.

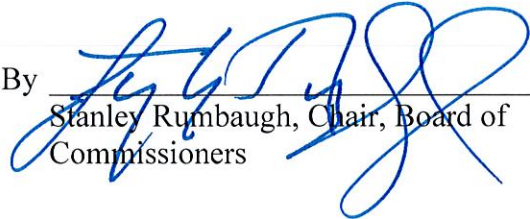
Section 4. Ratification and Confirmation. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 5. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED by the Board of Commissioners of [Name of Housing Authority] at an open public meeting thereof this 26th day of January 2022.

TACOMA HOUSING AUTHORITY

By


Stanley Rumbaugh, Chair, Board of
Commissioners

ATTEST:


Executive Director/Secretary

CERTIFICATE

[please note, this Certificate is for a Regular Meeting – revisions will be necessary if Resolution is adopted a Special meeting]

I, the undersigned, the duly chosen, qualified and acting [Executive Director] of the [Name of Housing Authority] (the “Authority”) and keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 2022-01-26 (1) (the “Resolution”) is a true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a regular meeting of the Authority held on January 26th, 2022, and duly recorded in the minute books of the Authority;

2. That such meeting was duly convened and held in all respects in accordance with law; that a quorum was present throughout the meeting and a majority of the members of the Board of Commissioners of the Authority present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of January 2022.



Executive Director of the Housing Authority of the
City of Tacoma

Exhibit A

Form of Interlocal Agreement

SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, Inc., a California corporation headquartered at 430 South Fairview Avenue, Goleta, CA 93117 ("Yardi"), and

Tacoma Housing Authority (referred to as "Client" or "Ordering Activity")
902 S L St
Tacoma, WA 98405

enter into this agreement including any schedules, exhibits or other attachments (this "Agreement") effective as of the Effective Date [defined in section 1 (Definitions), below].

RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "Anniversary Date" means 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.

b. "Business Purposes" means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. "Client Data" means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. "Contractor" means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. "Deliverable" means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. "Designated User" or "DU" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. "Effective Date" means the date of the last party signature on this Agreement.

h. "Fees" means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement, and if and to the extent applicable, in accordance with the GSA Schedule Pricelist.

i. "Force Majeure Event" has the meaning indicated by FAR 52.212-4(f).

j. "Initiation Date" means the first day of the month immediately following that date which is two weeks after the Effective Date.

k. "Licensed Programs" means the software program(s) identified in Schedule A (Fee Schedule).

l. "Licensed Programs Documentation" means the user

manuals and documentation for the Licensed Programs.

m. "Password" means the unique username and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. "POC(s)" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. "Undisputed Fees" means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 18(f) (Notices) within 60 days of invoice.

p. "Use" means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

q. "Yardi Cloud" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

r. "Yardi Cloud Services" means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. Licenses. Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central. In the event of any conflicts between the terms of this Agreement and the terms of use then presented on Client Central, the terms of this Agreement shall control. For the avoidance of doubt, the parties acknowledge that the Client shall be bound by the terms of use then presented on Client Central to the extent such terms of use do not conflict with this Agreement.

b. Restrictions. Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or

publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time. Client acknowledges and agrees that Client may not perform scans or electronic testing of any kind on the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers including, without limitation, vulnerability scanning or testing, penetration scanning or testing or any other type of scanning or testing of the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers.

c. **Access to the Yardi Cloud.** Yardi 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 down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 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 [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. **Term and Termination.**

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's fifth Anniversary Date (the "Initial Term") unless earlier terminated in accord with section 3(c) (Termination for Cause). Upon expiration of the Initial Term, this Agreement may be renewed at Client's election by both parties executing an agreement in writing for successive 1-year optional renewal terms (each a "Renewal Term") unless Yardi provides written notice of non-renewal to Client at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "Term."

b. **Intentionally Omitted.**

c. **Termination for Cause.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Yardi shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

d. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs Documentation; (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Yardi.

e. **Survival.** The parties' obligations under, and the provi-

sions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

4. **License Fees.**

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A (Fee Schedule) and the GSA Schedule Pricelist.

b. **Failure to Pay.** Undisputed Fees shall accrue interest from their due date until paid at the rate governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

c. **Taxes.** Yardi shall state separately on invoices taxes excluded from the Fees, and Client agrees either to pay the amount of the taxes or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3 (as applicable).

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, and provides notice in accord with section 18(f) (Notices) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

5. **Implementation and Training.**

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing, and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services. Client acknowledges and agrees that no recording of any sort (whether audio, visual, or otherwise) of Yardi Implementation/Training services is allowed under this Agreement or otherwise.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable. Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 5 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up. Additional Yardi data conversion services [i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)] are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "Testing Period") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts (determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)) for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

f. **Yardi Implementation/Training Personnel.** If Client reasonably requests Yardi in writing to change the implementation/training personnel assigned to Client for a given project/assignment, Yardi agrees to use commercially reasonable efforts to accommodate Client's request. Client acknowledges that any such change request may result in project/assignment delays to the extent of the time reasonably necessary under the circumstances to effect any commercially reasonable change.

6. **Users and Passwords.**

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) 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. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. **Application Support & Upgrades.**

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts; Yardi Application Support Personnel.**

(i) **Yardi Contacts.** During initial implementation, Yardi shall appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

(ii) **Yardi Application Support Personnel.** If Client reasonably requests Yardi in writing to change the application support personnel assigned to Client for a given project/assignment, Yardi agrees to use commercially reasonable efforts to accommodate Client's request. Client acknowledges that any such change request may result in project/assignment delays to the extent of the time reasonably necessary under the circumstances to effect any commercially reasonable change.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B (Voyager Licensed Program Private Yardi Cloud, Hardware, Services and Governance Schedule).

f. **Application Support Hours.** Yardi's application support hours are from 8:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunication to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed

Fees. Subject to the section 3(c) (Termination for Cause) notice and cure provisions, Yardi shall submit any disputes relating to non-payment pursuant to the Contract Disputes Act and will continue performing its obligations under this Agreement pending final resolution of any such dispute.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. Client Data.

a. **Client Data Storage.** Subject to ^{my} force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized third party access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client 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 Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. **Confidential Information Definition.** "Confidential Information" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) [reserved]; (ix) SSAE18 audit reports and PCI DSS attestations of compliance and any information related to SSAE18 audit reports and/or PCI DSS attestations of compliance; (x) this Agreement's terms; and (xi) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which - by its nature - reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "Receiving Party") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "Disclosing Party") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and

Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. Yardi recognizes that government agencies are subject to certain public disclosure requirements as imposed by applicable law (including the Freedom of Information Act, 5 U.S.C. 552), which requires that certain information be released, despite such information being characterized as Confidential Information pursuant to this Agreement. To the extent reasonably practicable and permitted by law, Client will notify Yardi of any Yardi Confidential Information that is the subject of, or related to, a pending public records act request so that Yardi may take such as steps it deems necessary to protect its Confidential Information from disclosure.

d. **Ownership and Return of Confidential Information.** The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party, and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving

Party in violation of the proprietary rights of any third party.

10. Warranties.

a. **Limited Software Warranty.** Yardi warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. **Remedy for Limited Software Warranty Breach.** If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. **Internet Performance Disclaimer.** Yardi does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. Damage Limitations.

a. **Damage Waiver.** REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. THE FOREGOING DAMAGE WAIVER SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM YARDI'S GROSS NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

b. **Liability Limit.** IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIABILITY LIMIT SET FORTH IN

THIS SECTION 11(B) (LIABILITY LIMIT) SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM YARDI'S GROSS NEGLIGENCE; (2) DAMAGES CAUSED BY YARDI'S ACTS OF FRAUD; OR (3) ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

12. Ownership.

a. **Yardi's Ownership.** Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title and interest in and to Client Data.

13. Indemnification.

a. **Indemnity.** Yardi agrees to defend, indemnify, and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

b. **Indemnity Conditions.** Yardi's defense and indemnification obligation per section 13(a) (Indemnity) is conditioned upon the following: (i) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (ii) Yardi having control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (iii) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

c. **Injunction.** If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Programs, Yardi will: (i) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (ii) secure Client's right to continue Use of the Licensed Programs; or (iii) if neither (i) or (ii) is commercially practicable, either party may terminate this Agreement upon written notice to the other party. Nothing contained in this section shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

14. Programming Services.

a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts and other programming services (collectively, "Programming Services").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule) in accordance with the GSA Schedule Pricelist, if applicable. Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Yardi's schedule for

meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

15. Assignment.

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the "Permitted Exceptions"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi's prior express written consent is void. The Anti-Assignment Act, 41 USC §305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi's prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

16. Outsourcing.

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

17. Dispute Resolution. Reserved.

18. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the Federal laws of the United States.

c. **Venue.** Jurisdiction and venue shall be determined by applicable Federal statute.

d. **Reserved.**

e. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, succes-

sors, and legal representatives.

f. Notices.

(i) The parties shall deliver any notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:

Attn: Kristen Stewart
TACOMA HOUSING AUTHORITY
902 S L St
Tacoma, WA 98405

(iii) If to Yardi:

Attn: Legal Department
YARDI SYSTEMS, INC.
430 S. Fairview Ave.
Goleta, CA 93117

(iv) Either party may change its record address by giving written notice of such change to the other party.

g. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant, or resident in such aggregated form.

k. **Entire Agreement.** This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

l. **Non-Solicit/Non-Hire.** The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

m. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties; provided, however, that Client may increase Client's licensed Designated User,

property, unit, etc. count (as applicable) by delivering to Yardi a signed copy of Yardi's standard, approved form for such changes.

n. **Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f).

o. **Right to Audit and Compliance.** In accordance with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi "know-your-client" requirements, processes, and/or procedures.

p. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

TACOMA HOUSING AUTHORITY ("Client")

By: _____

Date: _____

Print Name: _____

Title: _____

YARDI SYSTEMS, INC. ("Yardi")

By: _____

Date: _____

Print Name: _____

Title: _____

Rev. 010319

SCHEDULE A
Fee Schedule

Yardi Pin #: 100052102

Yardi Order #: 266335

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	(\$45,000.00)	\$30,000.00	\$30,000.00
GSA: Voyager Property Management PHA	Unit	5,800	\$16.72	\$0.00	\$16.72	\$96,976.00
GSA: Affordable	Unit	1,371	\$3.67	\$0.00	\$3.67	\$5,031.57
Construction Manager	Unit	1,400	\$20.00	\$0.00	\$20.00	\$28,000.00
Inspector General	Unit	5,800	\$2.00	(\$3.00)	\$0.00	\$0.00
Legal	Unit	5,800	\$5.00	(\$5.00)	\$0.00	\$0.00
Maintenance IQ	Unit	5,800	\$12.00	(\$3.00)	\$7.00	\$40,600.00
Procure to Pay	Unit	1,400	\$10.00	(\$2.00)	\$8.00	\$11,200.00
Ticket Manager	Unit	5,800	\$12.00	(\$5.00)	\$7.00	\$40,600.00
RENTCare PHA Portal Package	Unit	5,800	\$24.00	(\$9.00)	\$15.00	\$87,000.00
Yardi Aspire Premium	Unit	5,800	\$10.00	(\$6.00)	\$4.00	\$23,200.00
Total						\$362,607.57

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

One-Time Fees						
Description	UOM	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	One-Time Fee
Conversion Services: PHA Conversion	each	1	\$50,000.00	(\$10,000.00)	\$40,000.00	\$40,000.00
PSG Full-Service Implementation/Training			\$284,115.00	\$0.00	\$284,115.00	<u>billed in arrears</u>
Total						\$40,000.00

One-Time Concessions				
Description				Concession
Total Strategic One-Time Concession				(\$100,000.00)
Future One-Time Concession for Maintenance IQ for Year 2				(\$25,000.00)
Future One-Time Concession for Ticket Manager for Year 2				(\$25,000.00)
				applied in future

Total Fees Due		
Annual Fee		\$362,607.57
Monthly Fee	TBD	billed monthly
One-Time Fee		\$40,000.00
One-Time Concession		(\$100,000.00)
Future One-Time Concessions	(\$50,000.00)	applied in future
Sub-Total		\$302,607.57
Sales Tax		as applicable
Total Due		\$302,607.57

Additional Terms

- PAYMENT TERMS** (excluding applicable taxes): 100% payable upon execution of this Agreement.
- The licenses subscribed to under this Agreement correspond to an interrelated bundle of symbiotic services, in which certain licenses that do not appear on the GSA Schedule Contract are essential components of an overall software solution. Pricing for non-GSA Schedule Contract licenses under this Agreement has been discounted from Yardi's regular per unit pricing in light of the volume of licenses covered by the GSA Schedule Contract components of this Agreement. The non-GSA Schedule Contract licenses under the initial configuration of this Agreement have been discounted a total of \$233,400.00 from their estimated annual cost under Yardi's regular per-unit pricing for these licenses.
- PSG Fees:** Yardi shall separately invoice Client for services identified in the PSG Scope schedule, and any reasonable expenses incurred in providing the services, monthly in arrears, and Client shall pay such invoices within 30 days of the invoice date.
- 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.
- Future One-Time Concession contingency:** Yardi shall provide to Client the Future One-Time Concessions outlined above contingent upon Client maintaining Maintenance IQ and Ticket Manager for a minimum of 5,800 Units through Client's 2nd Anniversary Date.
- Additional terms are set forth in the following schedules to this Agreement:
B – Voyager Licensed Program Private Yardi Cloud, Hardware, Services and Governance Schedule
C – Additional Terms
D – Voyager Licensed Program Yardi Cloud Service Level Agreement
E – PSG Scope
- Client's Fees not otherwise designated as GSA in this Schedule A (Fee Schedule) 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.

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SCHEDULE B

Voyager Licensed Program 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 hour per \$1,000.00 of Client's annual Fees. Clients installing the Voyager Licensed Program for the first time shall receive 150 additional application support hours for the first year only (i.e., until Client's first Anniversary Date) at no additional charge. 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 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 5,800 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 21st 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 a 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 re-submission 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:** \$0.40
 - b) **ACH:** \$0.75
 - 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 Charge-

backs 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. **RENTCafé PHA Portal Package** includes the following:
 - a. RENTCafé PHA Online Applications, RENTCafé PHA Applicant and Resident Portals, RENTCafé PHA Online Certifications, RENTCafé PHA Landlord Portal, and the RENTCafé 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.
3. **Yardi Aspire Premium** includes all platform features and courses included in Yardi Aspire, select advanced features, and the library of courses on non-Yardi software.

Allotted DUs included:

1. Agreement includes unlimited residential DUs

Conversion Details:

1. PHA Conversion: OpenDoor (Salesforce) database(s) for MTCS data file, tenant, vendor, owner, and waitlist information

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%.

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. 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.

SCHEDULE D

Voyager Licensed Program Yardi Cloud Service Level Agreement

During the Term, and subject to this Agreement's terms, Yardi'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)

Yardi 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 Yardi 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 – Yardi'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 Yardi - divided by 365) for each period of at least 15 minutes, and up to 4 hours, during a given calendar month that Yardi 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 Yardi - 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 (SSAE18 control objective 2.4), database backup processes testing (SSAE18 control objective 2.4), network penetration testing (SSAE18 control objective 5.1), disaster recovery (SSAE18 Control Objective 2.4), disaster recovery testing (SSAE18 control objective 2.4), and general security matters (SSAE18 control objectives 3.1 and 5.1, and the SSAE18, 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, Yardi agrees to provide a copy of its then-current SSAE18 audit report for Client's review.

Rev. 121118

SCHEDULE E

PSG Scope



**Tacoma
Housing
Authority**



Tacoma Housing Authority
Yardi Professional Services Proposal

Project: THA Voyager Implementation

Date of Proposal: 12/28/2021

Version: 1.1

Author: Bob Husar, Manager, Professional Services Group

Tacoma Housing Authority



Yardi Voyager Project Cost Summary

Yardi Project Estimate	Project Manager	Functional Consultant	Programmer	Total
Estimated Project Hours	967	318	195	1,500
Estimated Project Cost	\$ 186,947.67	\$ 60,232.38	\$ 36,934.95	\$ 284,115



Yardi Voyager Project Cost Summary

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Tacoma Housing Authority Project Assumptions

Topic	Details
1 Project Timing	This proposal assumes a 78-week project duration (18 months). If duration increases or decreases, project management cost and effort may increase/decrease.
2 Project Staffing	The Yardi Project Team will consist of the following: one (1) Project Director, one (1) Project Manager, Consultants, and any necessary Development Resources. The project will use a demand-oriented staffing approach where each Team Member will have varying levels of involvement which is demonstrated in the Project Services Proposal.
3 Project Locations	Implementation and training activities are typically conducted both at our client's office and remotely, but in light of the current COVID-19 pandemic, we have fully transitioned to an online, remote delivery of services and project management. Once current travel restrictions are lifted then on sites will be re-evaluated.
4 Project Management Approach	This project will be managed using the Yardi Full-Service Project Management approach.
5 Yardi Modules to be Implemented	<p>This scoping estimate is for core general ledger and property management functionality and the modules listed below. The hours scoped are based on Yardi general best practices.</p> <ul style="list-style-type: none"> - Yardi Voyager™ Residential Property and Financial Management - Yardi Voyager™ PHA/Compliance/Waitlist (50058) - Yardi Voyager™ Affordable Housing (Tax Credit, HOME, HUD 50059) - Yardi Voyager™ Construction Manager - Yardi Voyager™ Job Cost/Grant Management - Yardi Voyager™ Budgeting/Forecasting - Yardi Voyager™ Inventory Control - Yardi Voyager™ Fixed Assets - Yardi Voyager™ Inspections & Inspections Mobile - Yardi Voyager™ Procure to Pay - Yardi Voyager™ Maintenance IQ - Yardi Voyager™ Aspire - Yardi Voyager™ Payment Processing v2 - Yardi Voyager™ Ticket Manager - Yardi Voyager™ Legal <p>The following Add-On Products will be implemented with remote support as described in the investment summary:</p> <ul style="list-style-type: none"> - Yardi Voyager™ Rent Cafe PHA Online Applications - Yardi Voyager™ Rent Cafe PHA Applicant & Resident Portals - Yardi Voyager™ Rent Cafe PHA Online Certifications - Yardi Voyager™ Rent Cafe PHA Landlord Portal - Yardi Voyager™ Rent Cafe Marketing - Yardi Voyager™ Rent Cafe Prospect Portal - Yardi Voyager™ Rent Cafe Resident Portal
6 THA Portfolio	<p>Traditional HCV Vouchers MTW - 1,895 units HOP Vouchers - 432 units Local Program Vouchers - Fixed Sub - 130 units Project Based Vouchers - 418 units Tax Credit Section 8 - 541 units Tax Credit RAD Vouchers - 805 units Tenant Based Homeownership Program - 25 units Tenant Protection Vouchers - 57 units FUP Vouchers - 125 units NED Vouchers - 100 units VASH - 267 units Mainstream Vouchers - 78 units Foster Youth to Independence (FYI) - 75 units Emergency Housing Vouchers (EHV) - 134 units</p>

Project Assumptions
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		Jefferson Square - Mod Rehab -- 41 units Yakima Avenue - Mod Rehab - 30 units Tax Credit Unsubsidized - 21 units Public Housing - 1 unit Tax Credit Public Housing -- 4 units Port-In -- 113 units Property Based Subsidy -- 352 units Rapid Rehousing - 138 units
7	THA Conversion Approach	Data Conversion Approach is detailed in the Data Conversion attachment. The scope of services described in this proposal includes oversight and coordination of the overall data conversion effort. Estimated Yardi costs for actual data conversion tasks are not scoped in this plan and are included on Schedule A of the License Agreement.

Tacoma Housing Authority Project

Assumptions



Topic		Details
8	THA Business Requirements Review	Yardi resources will participate in the business requirements review sessions with all THA functional business units. Documentation of these sessions and finalization of the business requirements will be the responsibility of THA resources.
9	THA System Design	Yardi resources will participate in the system design sessions and help to guide THA on the overall design and configuration of Voyager. THA will be responsible for documenting the system design and the configuration of Voyager based on the design documentation.
10	THA Custom Documentation	Custom documentation is not scoped or priced in this plan. Yardi will provide THA access to Yardi user manual to modify for end user training, if needed.
11	THA Custom Solutions	This scope of this project does not include custom solutions. Any required custom solutions can be considered for future initiatives and an estimate will be provided upon request.
12	THA Training Approach	Training hours summarized below are based on the following assumptions: - Training Sessions are scoped as End User Training Sessions - Training will be delivered in blocks of Two (2), Three (3) or Four (4) hour virtual sessions
13	THA Billing	Yardi will be collecting and reporting time at "Level 2" of the project plan. If additional detail is required, Project team members will have increased administrative responsibility thus increasing time needed for ongoing project management tasks.
14	General Assumption- Scope	The scope of services described in this proposal is based on our understanding of your requirements and expectations at the date of this proposal. Any targeted completion dates contained in this proposal reflect our good faith estimates of the expected timing of tasks, activities, deliverables, and completion dates. We are committed to and will use diligent efforts to complete the tasks and activities within the indicated time frames. Both parties are committed to being responsive, communicating effectively and pursuing a positive outcome for Yardi/THA implementation. Notwithstanding any other provisions of this proposal, if we utilize diligent efforts but are unable to meet the estimated dates, we will not be considered to have defaulted in our obligations as contained in this proposal. A timely completion is of significant importance to us, and we will notify you promptly, if we believe there are delays that would jeopardize the targeted completion dates.
15	General Assumption- Discovery	All hours scoped in this plan include all knowledge gained to date. Any further discovery showing further information (or effort) not covered in this scoping document may increase the cost of the implementation. Furthermore, any change in scope will require a project change order. Yardi will provide estimated timing and costs associated to this change in scope.
16	General Assumption- Fees	Our fees may be more or less than our estimate, and we will make every effort, consistent with our standards, to hold our fees to a minimum. Yardi will invoice THA for professional fees and reasonable expenses as services are incurred on a monthly basis. If we should encounter unforeseen problems or changes in the project's scope that may cause our fees to exceed our estimates, we will bring them to your attention immediately and obtain your approval (in the form of a change order) before we proceed.
17	General Assumption- Expenses	Our estimate is for professional fees only. Normal out-of-pocket expenses will be billed at cost. Furthermore, our estimate does not reflect the costs associated with the purchase of software licenses or hardware. Travel expenses incurred by Tacoma Housing Authority per the Yardi Travel and Expense Policy are not included in this estimate.
18	Yardi Escalation Path	Client Services and Technical Support: <ul style="list-style-type: none"> Escalation #1: Amanda Siegel, Manager - Amanda.Siegel@Yardi.com Escalation #2: Gabrielle Van Horn, Director - Gabrielle.VanHorn@Yardi.com Escalation #3: Dave Kessler, Vice President - Dave.Kessler@Yardi.com Implementation, Training & Project Management: <ul style="list-style-type: none"> Escalation #1: Bob Husar, Manager - Bob.Husar@Yardi.com Escalation #2: Dave Kessler, Vice President - Dave.Kessler@Yardi.com Data Conversion: <ul style="list-style-type: none"> Escalation #1: Rajan Girdhar, Director - Rajan.Girdhar@Yardi.com Escalation #2: Dave Kessler, Vice President - Dave.Kessler@Yardi.com

Project Assumptions
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Tacoma Housing Authority Project Notes



Topic		Details
Project Management		
1	Kick Off Meeting	Yardi resources to prepare for and conduct a remote Kick Off meeting.
2	Project Plan	Jointly created by Yardi and Tacoma Housing Authority ; project plan to be maintained by Yardi.
3	Weekly Project Meetings	Assume one (1) Yardi participant will attend each Weekly Status Meeting; more attendees or days will increase estimate.
4	Change Orders	Any item out of this scope of work will be considered a change order. If change orders are required, the effort for these related tasks will increase.
5	Project Team	Tacoma Housing Authority will dedicate team members to work with the Yardi project management team in executing the implementation project plan. These individuals will spend over the course of the implementation initiative 20 - 75% of their work week on project related tasks. *The percentage of involvement over the length of the project will vary depending on the specific tasks involved at the time. Tacoma Housing Authority will select IT, Compliance and Accounting/Finance resources to work with Yardi during the implementation so that they may become knowledgeable on the Yardi functionality.
6	Project Timelines	A project schedule and go-live dates will be established as an output of the kick-off meeting between Tacoma Housing Authority and Yardi. A delay in approval of any custom solution listed in Appendix A will result in a modification of the go-live date or delivery of the customization after go-live.
Conference Room Pilot (CRP)		
7	Pilot Testing	This proposal assumes pilot testing and instructor preparation.
8	Pilot Test Plan	Yardi and Tacoma Housing Authority will jointly create the Pilot Test Plan. Tacoma Housing Authority will create test scenarios with guidance from Yardi.
9	Data Validation	Validation Plan will be jointly created by Yardi and Tacoma Housing Authority. Validation of data to be conducted by Tacoma Housing Authority; Yardi will assist with issue resolution.
Training/Support		
10	Training	Trainings conducted by Yardi with more than 12 attendees will require more than One (1) Yardi trainer, the increase in trainers is dependent on the number of THA trainees, agenda and duration, subject to mutual agreement by the parties.
11	Housing & Finance Training	This proposal assumes training and instructor preparation for Core Team members on relevant functionality.
12	Pre-Pilot Test Training	This proposal assumes Pre-Pilot Test training and instructor preparation to educate the Pilot Team on test scripts and relevant functionality.
13	Pilot Testing	This proposal assumes Pilot Testing and instructor preparation to educate the Pilot Team on test scripts and relevant functionality.
14	End User Training Sessions	This proposal assumes train the trainer training and instructor preparation on relevant Yardi functionality.
15	Post Implementation Support	This proposal assumes On-Site Post Go-Live support with the goal of transitioning all Post-Go-Live support management to Yardi Client Services.

Project Notes
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Tacoma Housing Authority Project Notes



Topic	Details
16 Technical Training	Training on database schema, script creation and report creation is available and can be arranged; however is NOT INCLUDED in this scope.
Business Requirements and System Design	
17 Business Requirement Interviews	Business Requirement Interviews will be conducted by Yardi; Tacoma Housing Authority will assist with the preparation for the interviews and will provide access to Tacoma Housing Authority business persons with related subject matter expertise. Notes will be taken by all participants and summarized/consolidated by Yardi. Sign off of Meeting Notes is required by both Tacoma Housing Authority and Yardi Project Managers.
18 System Design Sessions	Estimate based on a minimum of two (2) members from the Tacoma Housing Authority organization participate in each session. Notes will be taken by all participants and summarized/consolidated by Yardi. Sign off of Meeting Notes is required by both Tacoma Housing Authority and Yardi Project Managers.
19 Report Analysis	Yardi will provide Tacoma Housing Authority with electronic (PDF) sample report documentation. Yardi will assist Tacoma Housing Authority in a report comparison analysis to determine which standard Yardi reports match current Tacoma Housing Authority reports. Modifications and customizations of Yardi standard reports is NOT INCLUDED in this scope.
Documentation	
20 Policies and Procedures	Future state documentation (Policies and Procedures, End User Training Manual, etc.) to be completed by Tacoma Housing Authority with organized discussions and input from Yardi; existing policies and procedures to be supplied by Tacoma Housing Authority for discussions through duration of project.
Environment	
21 SaaS Private Cloud Hosting	This estimate is based on a SaaS Private Cloud application environment.
22 Version	Yardi Voyager version 7s or higher.

Tacoma Housing Authority Detailed Implementation Services Proposal



Conversion Overview - PHA Database

Data will be converted from the Tacoma Housing Authority source database using proprietary MTCS data conversion tools, Yardi's standard ETL conversion tool, and import spreadsheet templates with the oversight and coordination of Yardi's Professional Services Group (PSG). If needed, manual entry (either in the ETL templates or in the system after conversion) will be required to supplement data that is not currently stored in the current source system.

Estimated Yardi costs for the actual data conversion tasks are not scoped in this plan and are included on Schedule A of the License Agreement.

Conversion Cycles

A standard three-iteration PHA Data Conversion is recommended for this project. A "sample" and "pilot" conversion is strongly recommended and should be performed and validated prior to the "live" or final data conversion.

Conversion Tasks

THA will:

- Perform pre-conversion data clean up and preparation
- Perform data extraction
- Map data according to Voyager design and ETL requirements
- Perform post-conversion processes/clean-up
- Complete data validation

Yardi will:

- Train THA on the usage of Yardi's ETL conversion tool
- Assist with the creation of a data validation plan
- Import data
- Assist with issue resolution

Converted data elements include:

50058 Data		File Format
50058 Certifications	Thirty-six (36) months of contiguous MTCS files (at least one-full annual recertification 50058) per current participant for conversion. The MTCS data files provided by THA must be in the standard PIC file format.	MTCS File
Portfolio Management Data		
Tenants	Typically generated based on MTCS file. ETL can be used to import inactive tenants.	MTCS File
Tenant Supplemental	Includes tenant data not contained in an MTCS file. Examples: Phone Numbers, Move-in Date, etc.	Spreadsheet
Tenant Lease Charges	Lease charges for tenants with "current" status.	ETL
Tenant Memos	Includes historical notes for the tenant.	ETL
Properties	Includes properties with addresses.	ETL
Property Lists	Includes grouping of properties in to a common list.	ETL
Units	Typically generated based on MTCS file. ETL can be used to import additional units.	MTCS File
Waiting List Data		
Applicants	Includes applicants on any current waiting list.	Spreadsheet

Appendix B - Data Conversion
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Tacoma Housing Authority Detailed Implementation Services Proposal



Applicant Preferences	Includes all preferences assigned to an applicant.	Spreadsheet
Applicant Waiting Lists	Includes all waiting lists assigned to an applicant.	Spreadsheet
General Ledger		
Trial balances	Seven years of trial balances will be converted.	ETL
Budgets	One year of budgets will be converted.	ETL
Banks	All banks.	ETL
Accounts Receivable		
Tenant ledger	All outstanding (open) charges or credits	ETL
Security deposits	Charges and receipts for current and future tenants will be imported as batch charges and batch receipts.	ETL
Prepayments	All tenant prepayments will be converted as batch receipts.	ETL
Accounts Payable		
Landlords/Vendors	All Landlords and Vendors.	Spreadsheet
Landlord/Vendor EFT Information	Includes EFT information for any Landlord/Vendor	Spreadsheet
Invoices	All outstanding (open) payables	ETL
1099 balances	YTD payables for 1099 vendors	ETL
Setup		
Charge Codes	Includes standard charge codes.	ETL
User Groups	Defines Voyager user groups.	ETL
Users	Includes all Voyager users.	ETL
Other Modules		
Yardi Construction Management/Job Cost	Active Jobs with summary transactions.	ETL
Active Job Cost Contracts	Active Contracts.	ETL
Fixed Assets	Assets.	ETL
Purchase Orders	Open purchase orders.	ETL
Work Orders	Open work orders.	ETL
Inventory Items	All inventory items.	ETL
Inventory Locations	All inventory locations.	ETL
Inventory Quantity	All inventory quantities.	ETL

-- End of List --

PHA Implementation Plan									
Task Name	Task Name	Duration	Start	End	Predecessors	Resource Name	Let/Meeting		
1	PHA Implementation Plan	187 days	Mon 2/28/22	Mon 10/6/24					
2	Environment Setup, Kickoff and Orientation	26.50 days	Mon 2/28/22	Tue 3/15/22					
3	Team Lead Project Kickoff	1 day	Mon 2/28/22	Mon 2/28/22		Phil Petersen/Phil Petersen Manager	Yes		
4	Cloud Environment Setup	6 days	Mon 3/14/22	Tue 3/15/22					
5	Project Kick Off	17.50 days	Mon 3/14/22	Mon 3/14/22					
6	Orientation	18.50 days	Tue 3/15/22	Tue 3/15/22					
7	Environment Setup, Kickoff and Orientation Complete	2 days	Tue 3/15/22	Tue 3/15/22		36,21.47			
8	Sample Phase	112.5 days	Mon 3/14/22	Tue 6/14/22					
9	Scheduling	18.50 days	Mon 3/14/22	Thu 4/14/22					
10	Aspire Setup	5.5 days	Mon 3/14/22	Tue 4/14/22					
11	Post Service Team Calls - Sample	88.50 days	Tue 4/14/22	Tue 6/14/22			Yes		
12	Post Calls - Sample	88.50 days	Thu 4/14/22	Thu 6/14/22			Yes		
13	Project Management Calls - Sample	81.00 days	Tue 4/14/22	Tue 6/14/22					
14	Project Management Calls - Sample Complete	5 days	Tue 6/14/22	Tue 6/14/22		310			
15	Post Sample Conversion	18.50 days	Mon 6/14/22	Tue 6/14/22					
16	Project Planning	30.50 days	Mon 6/14/22	Wed 7/13/22					
17	Conduct Conversion Process Checklist	6.50 days	Mon 6/14/22	Tue 6/14/22					
18	Provide Conversion Templates	1 day	Tue 6/14/22	Tue 6/14/22		361			
19	Sample Conversion Preparation - Week 1	1 day	Mon 7/11/22	Mon 7/11/22		39255-15 days			
20	Sample Conversion Preparation - Week 2	1 day	Mon 7/18/22	Mon 7/18/22		39255-15 days			
21	Sample Conversion Preparation - Week 3	1 day	Mon 7/25/22	Mon 7/25/22		39255-15 days			
22	Check Manager Setup - Sample Conversion	11 days	Mon 7/11/22	Wed 7/27/22					
23	Prepare Sample Conversion Files	7 days	Mon 7/18/22	Tue 7/19/22					
24	Review and Review Conversion Files	3.50 days	Wed 7/27/22	Thu 7/28/22					
25	Submit Conversion Files	6 days	Thu 7/28/22	Tue 7/29/22		376,178,380,381,382			
26	Sample Conversion Templates and HCS Files Due	6 days	Tue 7/26/22	Tue 7/26/22					
27	Final Deadline to Complete Missing Setup in Voyager (Sample)	6 days	Wed 7/27/22	Wed 7/27/22		39055-1 day			
28	Conversion Processing & Review	8.50 days	Thu 7/28/22	Tue 8/9/22					
29	Sample Conversion Complete	6 days	Mon 8/8/22	Mon 8/8/22		391			
30	Post Sample On site Training	51.50 days	Mon 8/8/22	Tue 8/29/22					
31	Sample On site Training Complete	8 days	Wed 8/24/22	Wed 8/24/22		311			
32	Sample Phase Complete	5 days	Wed 8/24/22	Wed 8/24/22		312,383			
33	Post Phase	206.50 days	Mon 8/22/22	Wed 10/11/22					
34	Post Service Team Calls - Pilot	10.50 days	Tue 9/6/22	Tue 9/6/22			Yes		
35	Post Calls - Pilot	28.50 days	Thu 9/8/22	Thu 9/8/22					
36	Post Calls - Pilot	85.50 days	Tue 9/6/22	Wed 10/11/22					

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Risk Implementation Plan								
ID	Task Name	Task Type	Task Name	Duration	Start	End	Predecessors	Resource Name
138	RM/Cafe Calls - Pilot Complete	0 days	Wed 1/11/21	Wed 1/11/21	880			
139	RM/Cafe Calls - Pilot	21-30 days	Tue 1/12/21	Tue 1/12/21	880			
140	Project Management Calls - Pilot	0-30 days	Mon 1/11/21	Mon 1/11/21	880			
141	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	880			
142	Inventory Control	0-30 days	Tue 1/12/21	Tue 1/12/21	880			
143	PDP/Daycare Setup	0-30 days	Mon 1/11/21	Mon 1/11/21	880			
144	PDP/Daycare Setup Complete	0 days	Fri 1/15/21	Fri 1/15/21	880			
145	Risk Pilot Conversion	10-30 days	Fri 1/15/21	Mon 1/18/21	880			
146	Project Planning	0 days	Fri 1/15/21	Mon 1/18/21	880			
147	Pilot Conversion Preparation - Week 1	0 days	Fri 1/15/21	Fri 1/15/21	81155-15 days			Client - Finance,Client - RCV,Client - Public Housing,Client - Single Point of Contact (SPOC),Conversion Specialist
148	Pilot Conversion Preparation - Week 2	0 days	Fri 1/15/21	Fri 1/15/21	81155-15 days			Client - Finance,Client - RCV,Client - Public Housing,Client - Single Point of Contact (SPOC),Conversion Specialist
149	Pilot Conversion Preparation - Week 3	0 days	Mon 1/18/21	Mon 1/18/21	81155-15 days			Client - Finance,Client - RCV,Client - Public Housing,Client - Single Point of Contact (SPOC),Conversion Specialist
150	Inside Conversion Template	0 days	Fri 1/15/21	Fri 1/15/21	76155-5 days			Conversion Specialist
151	Frank Voyager Setup - Pilot Conversion	10 days	Fri 1/15/21	Wed 1/13/21				
152	Project Management Calls - Pilot	0 days	Fri 1/15/21	Wed 1/13/21				
153	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	807,808,809,810,811			
154	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
155	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
156	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
157	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
158	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
159	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
160	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
161	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
162	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
163	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
164	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
165	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
166	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
167	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
168	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
169	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
170	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
171	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
172	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
173	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
174	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
175	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
176	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
177	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
178	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
179	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
180	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
181	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
182	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
183	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
184	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
185	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
186	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
187	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
188	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
189	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
190	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
191	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
192	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
193	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
194	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
195	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
196	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
197	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
198	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
199	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			
200	Project Management Calls - Pilot Complete	0 days	Fri 1/15/21	Fri 1/15/21	81155-1 day			

