



# 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

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*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.

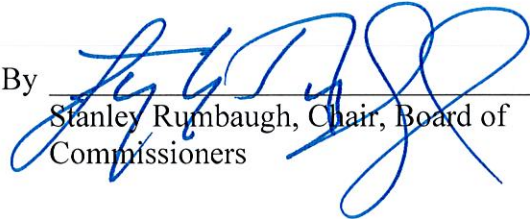
Section 4. Ratification and Confirmation. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

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 26<sup>th</sup>, 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. "Notice" means written notice in accord with section 18(f) (Notices).

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

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

p. "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 - within 60 days of invoice.

q. "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.

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

s. "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

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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 third Anniversary Date (the "Initial Term") unless earlier terminated in accord with this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a "Renewal Term") if Client: (i) does not provide Notice of non-renewal prior to expiration of the then-current (Initial or Renewal) Term; and (ii) tenders payment of Client's then-current annual Fee. The Initial Term and Renewal Term(s) shall be collectively referred to as the "Term."

#### b. **Intentionally Omitted.**

c. **Termination for Cause.** Client and Yardi acknowledge that, due to funding from the U.S. Department of Housing and Urban Development, Client is an instrumentality of the U.S. and, as such, Client and Yardi agree that recourse against Client for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any request for relief, claim, appeal, or action arising under this Agreement, Yardi agrees to: (i) at Client's election, proceed diligently with performance of this Agreement; and (ii) comply with any decision of the Contracting Officer; pending final resolution of the request for relief, claim, appeal, or action arising under the Agreement.

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 provisions of, sections 3 (Term and Termination), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 12 (Ownership), 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 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

(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 provide Notice to Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

j. **Licensed Programs Updates/Upgrades.** Consistent with Schedule B (Voyager Licensed Program Private Yardi Cloud, Hardware, Services and Governance Schedule) paragraph 3 (Annual Fees Include), Client's annual Fees include Licensed Programs updates/upgrades. With respect to Licensed Programs updates/upgrades and functionality, Yardi agrees that: (i) Yardi will not treat Client differently than its other similarly situated public housing authority clients; and (ii) will use commercially reasonable efforts not to deprecate the Licensed Programs functionality.

#### 8. Client Data.

a. **Client Data Storage.** Subject to 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.

c. **SOC Audits.** During the Term, and at least annually, Yardi agrees to undertake audits in accord with the American Institute of Certified Public Accountants' ("AICPA") Statements on Standards for Attestation Engagement No. 18 (SSAE18) Service Organization Controls ("SOC") 1 Type II ("SOC 1 Audits"), and SOC 2 Type II ("SOC 2 Audits"), or successor standards (collectively, SOC 1 Audits and SOC 2 Audits, the "SOC Audits") with respect to the Yardi Cloud Service. Upon Client's request, Yardi agrees to provide a copy of its then-current SOC Audits reports for Client's review.

#### 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 Pro-

grams 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) SOC Audits reports and PCI DSS attestations of compliance and any information related to SOC Audits 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 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 pre-



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 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 6305, 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, successors, 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: William Morse  
Associate Director / CIO  
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 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 Pro-

**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	(\$2.00)	\$0.00	\$0.00
Legal	Unit	5,800	\$5.00	(\$5.00)	\$0.00	\$0.00
Maintenance IQ	Unit	5,800	\$12.00	(\$5.00)	\$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
RENTCafé 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
<b>Total</b>						<b>\$362,607.57</b>

Monthly Fees						
Description	UOM	Count	\$/UOM	Monthly Fee		
Payment Processing v2	Transaction	TBD	per PPV2 Fees			TBD
<b>Total</b>						<b>TBD</b>

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	billed in arrears
<b>Total</b>						<b>\$40,000.00</b>

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)	applied in future
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 2<sup>nd</sup> 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 C

### Additional Terms

#### Product Terms:

1. **Payment Processing v2:** Client has read, understood, and agrees to be bound by the additional payment processing terms and conditions set forth at [https://clientcentral.yardi.com/core\\_custompage/Payment-Processing-PP2-PayFac](https://clientcentral.yardi.com/core_custompage/Payment-Processing-PP2-PayFac) and incorporated into this Agreement by this reference, as they may be amended from time to time (the "Payment Processing Terms"). Client agrees that such Payment Processing Terms shall govern Client's use of Yardi's Payment Services, CHECKscan, and Walk-In Rent Collection/Rent Payment Services. Client's specific pricing, below, shall take precedence over that pricing outlined in the Payment Processing Terms, so long as this section remains in effect. Client shall implement Payment Processing v2 for 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 21<sup>st</sup> Century (Check 21) Act and all regulations pertaining to the Check 21 Act.
    - (4) "CHECKscan" means the process by which paper checks are scanned and converted into an electronic form for payment and automatically recorded within the software.
    - (5) "Check Bill-Pay Payments" means a payment made by the Check 21 payment services provided by Yardi and (if applicable) JHA MC pursuant to these Payment Processing Terms.
    - (6) "Payment Services" means Yardi's online payment and payment processing services with respect to Bill-Pay Payments and User charges made using Payment Network-branded payment methods and ACH methods.
    - (7) "Retrieval Fee" means a request made by a User for a sales draft or supporting documentation in order to substantiate a Transaction.
    - (8) "Third Party Payment Services (TPPS)" means any non-Yardi online payment services designated by Yardi as supported by Yardi with respect to Bill-Pay Payments and User charges made using Payment Network branded payment methods and ACH methods.
    - (9) "Transaction" means a debit or 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-

## 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 (SOC 1 Audit control objective 2.4), database backup processes testing (SOC 1 Audit control objective 2.4), network penetration testing (SOC 1 Audit control objective 5.1), disaster recovery (SOC 1 Audit control objective 2.4), disaster recovery testing (SOC 1 Audit control objective 2.4), and general security matters (SOC 1 Audit control objectives 3.1 and 5.1, and the SOC 1 Audit, generally) are documented, audited (at least annually), and reported upon in accord with AICPA standards.

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## Yardi Voyager Project Cost Summary

Yardi Project Estimate	Project Manager	Functional Consultant	Programmer	Total
Estimated Project Hours	987	318	195	1,500
Estimated Project Cost	\$ 186,947.67	\$ 60,232.38	\$ 36,934.95	\$ 284,115

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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 Notes



Topic		Details
<b>Project Management</b>		
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.
<b>Conference Room Pilot (CRP)</b>		
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.
<b>Training/Support</b>		
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 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
<b>Portfolio Management Data</b>		
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
<b>Waiting List Data</b>		
Applicants	Includes applicants on any current waiting list.	Spreadsheet

Appendix B - Data Conversion  
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PHA Implementation Plan							
Task ID	Task Name	Duration	Start	End	Predecessors	Resource Names	Log Meeting
0	<b>PHA Implementation Plan</b>	<b>397 days</b>	<b>Mon 2/28/22</b>	<b>Mon 10/9/23</b>			
1	Environment Setup, Kickoff and Orientation	76.16 days	Mon 2/28/22	Tue 4/5/22			
2	Team Lead Project Handoff	1 hr	Mon 2/28/22	Mon 3/28/22		PHA Team Lead PHA Account Manager	Yes
3	Cloud Environment Setup	6 days	Mon 2/28/22	Tue 3/8/22			
14	Project Kick Off	12.11 days	Mon 2/28/22	Wed 3/16/22			
17	Orientation	14.76 days	Tue 3/8/22	Tue 4/5/22			
40	Environment Setup, Kickoff and Orientation	0 days	Tue 3/29/22	Tue 3/29/22	36,23,47		
49	Complete	117.5 days	Mon 3/14/22	Fri 6/26/22			
50	Sample Phase	13.14 days	Mon 3/14/22	Thu 4/28/22			
93	Scheduling	53.9 days	Mon 4/11/22	Fri 6/24/22			
180	PHA Service Team Calls - Sample	88.18 days	Tue 4/12/22	Tue 8/9/22			Yes
218	PHA Calls - Sample	88.69 days	Thu 4/14/22	Thu 8/11/22			Yes
314	Project Management Calls - Sample	92.88 days	Fri 4/15/22	Fri 8/26/22			
354	Project Management Calls - Sample Complete	0 days	Fri 8/26/22	Fri 8/26/22	353		
354	PHA Sample Conversion	78.25 days	Mon 4/18/22	Tue 8/9/22			
358	Project Planning	78.11 days	Mon 4/18/22	Wed 7/13/22			
357	Conduct Conversion Process Overview	0.11 days	Mon 4/18/22	Tue 4/19/22			Yes
361	Provide Conversion Templates	1 hr	Tue 4/19/22	Tue 4/19/22	361	Conversion Specialist(10%), PHA Project Manager(10%)	
362	Sample Conversion Preparation - Week 1	1 day	Mon 7/11/22	Mon 7/11/22	39255-15 days	Client - IT, Client - Single Point of Contact (SPOC), Conversion Specialist, Client - Finance, Client - HCW, Client - Public Housing	Yes
363	Sample Conversion Preparation - Week 2	1 day	Mon 7/18/22	Mon 7/18/22	39255-10 days	Client - IT, Client - Single Point of Contact (SPOC), Conversion Specialist, Client - Finance, Client - HCW, Client - Public Housing	Yes
364	Sample Conversion Preparation - Week 3	1 day	Mon 7/25/22	Mon 7/25/22	39255-5 days	Client - IT, Client - Single Point of Contact (SPOC), Conversion Specialist, Client - Finance, Client - HCW, Client - Public Housing	Yes
367	Check Voyager Setup - Sample Conversion	11 days	Mon 7/11/22	Wed 7/13/22			
370	Prepare Sample Conversion Files	7 days	Mon 7/18/22	Tue 7/26/22			
374	Review and Revise Conversion Files	1.11 days	Wed 7/27/22	Thu 7/28/22			
377	Submit Conversion Files	6 days	Thu 7/28/22	Fri 7/29/22			
380	Sample Conversion Templates and MTCs files Due	0 days	Fri 7/29/22	Fri 7/29/22	376,379,380,381,382		
380	Final Deadline to Complete Missing Setup in Voyager (Sample)	0 days	Wed 7/27/22	Wed 7/27/22	39055-1 day		
385	Conversion Processing & Review	8.11 days	Thu 7/28/22	Tue 8/9/22			
393	Sample Conversion Complete	0 days	Mon 8/8/22	Mon 8/8/22	393		
396	PHA Sample On site Training	47.11 days	Mon 8/15/22	Fri 8/26/22			
417	Sample On site Training Complete	0 days	Wed 8/24/22	Wed 8/24/22	415		
418	Sample Phase Complete	0 days	Wed 8/24/22	Wed 8/24/22	417,243		
470	Pilot Phase	104.11 days	Mon 8/22/22	Wed 10/26/22			
470	PHA Service Team Calls - Pilot	78.61 days	Tue 9/6/22	Tue 1/17/23			Yes
484	PHA Calls - Pilot	78.61 days	Thu 9/8/22	Thu 1/19/23			
540	PHN/Cafe Calls - Pilot	81.91 days	Tue 9/10/22	Wed 1/18/23			