

AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO AND EXYGY, INC.

This Agreement is entered into this _____ day of _____, 20____, by and between the Housing Authority of the County of San Mateo, hereinafter called "HACSM," and Exygy, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, San Mateo County ("County") may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, The County of San Mateo and HACSM wish to implement a multi-phase project to develop an affordable housing web portal which consolidates all available affordable housing listings in San Mateo County onto one, easy-to-use website, and allows for applicants of affordable housing to apply online using one simple application ("Project"); and

Whereas, in a separate contract with Exygy, the San Mateo County Information Services Department, with project management assistance from the San Mateo County Department of Housing ("DOH"), developed a pilot affordable housing web portal for San Mateo County which included available affordable housing unit listings (collectively, "Listings") ("Phase I"); and

Whereas, HACSM is continuing the Project to complete Phase 2, the details of which are provided in Exhibit A of this Agreement; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing professional services to HACSM in support of its affordable housing web portal pilot in San Mateo County.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for HACSM in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, HACSM shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. HACSM reserves the right to withhold payment if HACSM determines that the quantity or quality of the work performed is unacceptable. In no event shall HACSM's total fiscal obligation under this Agreement exceed Three Hundred Seventy-Five Thousand dollars (\$375,000). In the event that HACSM makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by HACSM at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2019, through March 31, 2020.

5. Termination

This Agreement may be terminated by Contractor or by the Executive Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

HACSM may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or HACSM funds by providing written notice to Contractor as soon as is reasonably possible after HACSM learns of said unavailability of outside funding.

HACSM may terminate this Agreement for cause. In order to terminate for cause, HACSM must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, HACSM may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that HACSM provides notice of an alleged breach pursuant to this section, HACSM may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. HACSM has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and HACSM shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of HACSM and shall be promptly delivered to HACSM. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of HACSM and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of HACSM employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless HACSM and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of HACSM and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which HACSM has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless HACSM from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) HACSM notifies Contractor promptly in writing of any notice of any such third-party claim; (b) HACSM cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim

and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without HACSM's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on HACSM, impair any right of HACSM, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of HACSM without HACSM's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes HACSM's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for HACSM the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to HACSM under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for HACSM (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by HACSM in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of HACSM. Any such assignment or subcontract without HACSM's prior written consent shall give HACSM the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by HACSM, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish HACSM with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to HACSM of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

HACSM and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to HACSM and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if HACSM or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, HACSM, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to HACSM upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide HACSM with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of HACSM.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a HACSM contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and HACSM.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and

Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of HACSM, to:

Name/Title: Ken Cole, Executive Director
Address: 264 Harbor Blvd. Bldg. A, Belmont, CA, 94002
Telephone: 650-802-5024
Email: kcole@smcgov.org

In the case of Contractor, to:

Name/Title: Zach Berke, Founder and Managing Partner
Address: 2601 Mission Street, Suite 300, San Francisco, CA 94110
Telephone: 415-992-7251 x 201
Email: zach@exygy.com

18. Electronic Signature

Both HACSM and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: EXYGY, INC.

Contractor Signature

Date

Contractor Name (please print)



For Housing Authority of the County of San Mateo

Ken Cole
Executive Director
Housing Authority of the County of San
Mateo

Date

Purchasing Agent Name (please print)
(Department Head or Authorized Designee)
Housing Authority of the County of San
Mateo

By:

Ken Cole, Executive Director, Housing Authority of the County of San Mateo

Date:

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

SMC Affordable Housing Portal

The County of San Mateo and the Housing Authority of the County of San Mateo (“HACSM”) wish to implement a multi-phase project to develop an affordable housing web portal which consolidates all available affordable housing listings onto one, easy-to-use website, and allows for applicants of affordable housing to apply online using one simple application (“Project”) In a separate contract with Exygy, the San Mateo County Information Services Department, with project management assistance from the San Mateo County Department of Housing (“DOH”), developed a pilot affordable housing web portal for San Mateo County which included available affordable housing unit listings (collectively, “Listings”) (“Phase I”). HACSM is continuing the Project to complete Phase 2, the details of which are provided in this Exhibit A. The Phase 2 work scope for this Contract will include continued Listing support, common affordable housing applications discovery, and a common affordable housing applications pre-pilot. This work will allow for continued Listings updates from SMC Affordable Housing Portal Phase 1, and continued coordination with local stakeholders, such as affordable housing developers, market-rate housing developers, housing counselors, city and county housing staff, nonprofit affordable housing advocates, housing applicants, and other stakeholders. Additionally, this scope will be the important next steps towards the future launch of a common application feature.

LISTINGS SUPPORT, COMMON APPLICATIONS DISCOVERY, AND PRE-PILOT SCOPE

Continued Listings Support

Listings will continue to be added to the site as they become available. Exygy will continue to work on the pipeline of available listings, engaging with stakeholders, and supporting stakeholders to get their listings on the site.

Common Application Discovery

One feature of the SMC Affordable Housing Portal is an online application that housing applicants can complete for any Listing. In order to implement this feature, A consensus needs to be developed among all affordable and inclusionary housing developers regarding the requirements of a common application (“Common Application”). Common Application discovery will be led by HACSM with support from Exygy. This work will include convening stakeholders to develop and finalize requirements for the Common Application.

Common Application Pre-Pilot

Exygy will lead a pre-pilot of the Common Application. This work will include steps appropriate *prior to* the build and launch of a common application pilot feature. These steps will be prioritized together with HACSM, and may be a part of or work towards one of the items below:

- early prototyping of a San Mateo County specific common application;
- testing a common application that uses the same exact same fields as another regional partner;
- design or development of a pre-common application feature specifically for a single developer
- facilitating the testing, and feedback of a paper-based common application;
- other work towards a San Mateo County common digital application.

This work may also include strategic support in developing a pricing model (e.g., for applications or listings) for market rate / inclusionary developers and/or other developers and leasing agent partners.

COMMON APPLICATIONS DISCOVERY AND PRE-PILOT BUDGET

The six-month fixed cost and time budget for this work is \$375,000 and includes Common Application discovery and Listings support; Common Applications pre-pilot; site maintenance; and site hosting, detailed below.

BUDGET BREAKDOWN

1. Common Application Discovery and Listings Support: \$75,000
2. Common Applications Pre-Pilot: \$125,000
3. Phase 2A Site Hosting and Maintenance (\$25,000 x 7 months): \$150,000
4. Total: \$375,000

DETAILED SCOPE

San Mateo County Convening and Coordination

HACSM will lead on convening and facilitation during the discovery phase of the Common Application process. Based on the capacity of on-going coordination between jurisdictions in San Mateo County and HACSM, the convening of stakeholders throughout San Mateo County will provide input to the Common Application process. HACSM will develop a finalized list of requirements for the Common Application, with assistance from Exygy throughout this process.

Exygy Dependencies

Exygy will be responsible for delivering this scope of work for all activities within its control, for the six-month scope of this project. HACSM will be responsible for coordinating dependencies with stakeholders to accommodate the finalization of the Common Application. Exygy will communicate any dependencies and blockers to HACSM in a timely manner, however, Exygy is not held accountable for delay in timeline due to dependencies outside of Exygy's control.

ONGOING WORK

Project Management

Exygy team will continue the critical communication, and facilitation work that they implemented and followed in during the initial phase of the San Mateo County Affordable Housing Web Portal.

User Interviews and User Testing

Exygy's work during the development of the Common Application will also include user interviews or user tests.

Maintenance and Tools

With a Listings Pilot and Common Application Pilot launched, the Exygy team will activate the site hosting and maintenance work. Exygy engineers will be responsible for constantly maintaining the website, ensuring that it is running and free of defects. The engineers will also support the addition of new listings as they become available.

Site Maintenance

Exygy will host and maintain the site for HACSM during the six month timeline of this scope of work. Maintenance after this time will be covered by a subsequent scope of work.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, HACSM shall pay Contractor based on the following fee schedule and terms:

Funding assistance by HACSM will be provided upon submission of reimbursement request by Contractor. Reimbursement requests must include a brief narrative description of the progress of the Project and the items being reimbursed. At a maximum, Contractor may submit to HACSM one request for reimbursement per 30-day period.

Contractor shall certify in writing that the specific services for which funding assistance is being requested have been satisfactorily completed, that the amounts requested are accurate and that all such amounts have been expended on behalf of and exclusively for the Project. HACSM reserves the right to verify the accuracy and completeness of such certification prior to payment to Contractor.

Scope of Work Task	Budget
Common Application Discovery and Listings Support	\$75,000 over 6 months
Common Applications Pre-Pilot	\$125,000 over 6 months
Site Hosting and Maintenance	\$25,000/ per month; \$175,000 total over maximum of 7 months
<hr/> <hr/> Total: \$375,000	