

**Cooperation Agreement Between the City of San José and County of San Mateo
Relating to Acquisition, Configuration, and Maintenance/Support of an Affordable
Housing Web Portal (a.k.a. “Doorway”) Administered by Exygy, Inc.**

This Cooperation Agreement dated April 2, 2021 (the “Effective Date”), is entered into by and between County of San Mateo (“County”), a political subdivision of the State of California, and the City of San José (“City”), a municipal corporation of the State of California. County and City are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. In August 2019, City issued a Request for Proposals (“RFP”) for the second phase of the development of an affordable housing portal (the “Solution,” the “Software,” or “Phase 2”) and the provision of related professional services, including implementation, configuration, training, and ongoing maintenance and support of the Software (collectively, the “Services”).
- B. The proposal from Exygy, Inc. (“Vendor”) was selected because Vendor has the necessary expertise and skills to provide such Solution and perform such Services.
- C. During this RFP process and related exchange of information, City reached out to the County of San Mateo (“County”) to determine whether it would be interested in a joint project with Vendor for the development of the Software and provision of the Services.
- D. County expressed interest in this joint project and accepted a proposal for the joint project from Vendor, however, some of the Services included in City’s RFP have already been implemented in County.
- E. County wished to participate in a joint project with City for only those Services not already implemented in County and City and County jointly agreed on County’s level of participation in a joint project.
- F. The Parties share the common goal of providing greater awareness, transparency, and access to affordable housing by providing a single platform for low-income households to find and apply for affordable housing within their respective jurisdictions, via the Software developed by Vendor, commonly referred to as “DAHLIA” or “Doorway.”
- G. The Parties’ joint purpose in collaborating on Doorway is to reduce Software implementation and support costs by having one web-based Solution that meets the needs of property managers and tenants in both jurisdictions. The Project as

defined in Recital H below, is part of a larger, regional effort which currently includes the City and County of San Francisco and Alameda County.

- H. This Cooperation Agreement is intended to facilitate the completion of the Project, as defined in Exhibit A - Scope of Services to the Doorway Phase 2 Agreement between the City of San José and Exygy Inc. (“Doorway Phase 2 Agreement”). The Doorway Phase 2 Agreement is attached hereto as Exhibit E and incorporated herein by this reference.
- I. The Parties will jointly make business decisions and provide direction to Vendor relating to the Project as set forth under the terms of this Cooperation Agreement, including Exhibit A- Scope of Services attached hereto and incorporated by this reference.
- J. The Parties agree to jointly fund the Project costs, based on County’s level of participation, as set forth in the specific cost-sharing terms in Exhibit B - Cost Sharing Summary to this Cooperation Agreement, which is attached hereto and incorporated by this reference.
- K. The Parties understand that there may be differences in internal business processes and requirements regarding their respective stakeholders and commit to resolving any differences regarding internal business processes and the business requirements of their respective stakeholders in order to accomplish the Project consistent with the purpose of this Cooperation Agreement.
- L. City will be the lead agency in procuring services with the Vendor, executing the Doorway Phase 2 Agreement with the Vendor, and making payments to the Vendor for all services performed for the Project, in accordance with the terms of the Doorway Phase 2 Agreement and this Cooperation Agreement.
- M. The Parties acknowledge the truth of the Recitals set forth above which are hereby incorporated into this Cooperation Agreement.

Now therefore, in consideration of the mutual agreements, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and City agree as follows:

1. Project Coordination

- A. City: The Director of Housing, or their designee, shall be the City official(s) responsible for the Project and shall direct and supervise the progress of and performance by City under this Agreement.
- B. County: The Director of the Department of Housing, or their designee, shall be the County official(s) responsible for the Project and shall direct and supervise the progress of and performance by County under this Cooperation Agreement.

- C. City and County shall mutually agree on the date, time and locations for all meetings between the Parties, Vendor, and stakeholders (e.g. property managers and tenant advocates).

2. Exhibits

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

Exhibit A – Cooperation Agreement – Roles and Responsibilities

Exhibit B – Cooperation Agreement – Cost Sharing Summary

Exhibit C – Scope of Work Form

Exhibit D – Cooperation Agreement – Function and Composition of Committees

Exhibit E - Doorway Phase 2 Agreement between the City of San José and Exygy Inc.

3. Term, Approvals, Termination and Funding Gaps

- A. The term of this Cooperation Agreement shall be from the Effective Date through March 31, 2023 (consistent with the term of the Doorway Phase 2 Agreement), unless extended or otherwise terminated in accordance with the terms of this Agreement. However, the Project shall commence upon execution of this Cooperation Agreement by the Parties and the execution of the Doorway Phase 2 Agreement by City and Vendor.
- B. City must obtain San José City Council' approval of this Cooperation Agreement and the Doorway Phase 2 Agreement prior to funding this Project and issuing a Notice to Proceed to Vendor to commence work on the Project.
- C. The County must obtain San Mateo County Board of Supervisors' approval this Cooperation Agreement prior to funding this Project and prior to City issuing a Notice to Proceed to Vendor to commence work on the Project.
- D. The Parties agree that hosting, maintenance and support as set forth in Exhibit A-1 of the Doorway Phase 2 Agreement are solely for the term of this Cooperation Agreement. Costs for hosting, maintenance and support beyond the term of this Cooperation Agreement shall be funded under a separate agreement, contingent upon funding by City and County and subject to approval of their respective governing bodies, if necessary.
- E. A Party may terminate this Cooperation Agreement based on the other Party's failure to perform pursuant to the terms set forth in sections 5, 7, or 9 of this Cooperation Agreement and following unsuccessful resolution through the dispute resolution process pursuant to section 11 of this Agreement. To terminate this Agreement, the Party must provide sixty (60) days written notice to the other Party of its intention to terminate this Agreement and shall set forth the

basis for terminating this Cooperation Agreement (“Notice to Terminate”). During this sixty (60) day period, the nonterminating Party shall be provided the opportunity to cure such default in performance. If the Party has timely cured such default in performance, then the Notice to Terminate is deemed withdrawn, and the Cooperation Agreement remains in full force and effect. If the non-terminating Party has failed to cure within said sixty (60) day period, then this Cooperation Agreement shall be deemed terminated upon the sixty-first (61st) day following the date on the Notice to Terminate.

Notwithstanding the above process, if budgetary or fiscal constraints occur that would make performance under this Cooperation Agreement impossible, the Parties may agree to a mutual rescission of this Cooperation Agreement under terms to be agreed upon at the time of rescission.

- F. In the event that Vendor requires additional funding to complete the Project, City will notify County of the additional funding requirement from Vendor. Parties will then meet and confer to determine whether each Party will provide a pro-rata share of the additional funds necessary to complete the Project. In the event that either Party declines or is otherwise unable to provide its pro-rata share of the additional funding to address the funding gap, either Party may terminate this Cooperation Agreement upon thirty (30) days’ written notice to the other Party.
- G. If this Agreement is terminated prior to its expiration, City and County will jointly determine whether Vendor has any outstanding invoices to be paid from a portion of the unused balance, and then based on that joint determination, City shall return any remaining unused balance of County funds to County within sixty (60) days of the effective date of termination of this Cooperation Agreement.

4. Roles and Responsibilities

The specific roles and responsibilities of the Parties in working together to jointly implement the Project are defined in Exhibit A to this Cooperation Agreement.

5. Confidentiality and Security of Data and Information

- A. In connection with the work and services to be provided in the Doorway Phase 2 Agreement, City shall not share any applicant information collected through Doorway with any individual or agency (“Applicant Data”), without prior written consent of the San Mateo County, unless it is a legally required disclosure in response to California Public Records Act request or lawful subpoena or as otherwise required by law.
- B. In connection with the work and services to be provided in the Doorway Phase 2 Agreement, County shall not share any Applicant Data, without prior written consent of the City of San José, unless it is a legally required disclosure in

response to California Public Records Act request or lawful subpoena or as otherwise required by law.

- C. Any and all records accessed or transmitted by County authorized users, shall continue to be the property of and under the control of County and shall not be gathered, stored, accessed or maintained by City in any form or format.
- D. Any and all records accessed or transmitted by City authorized users, shall continue to be the property of and under the control of City and shall not be gathered, stored, accessed or maintained by County in any form or format.
- E. In the event of a security breach of either Party's network, such breach shall be reported to the other Party within one (1) business day of receiving notice of said security breach.
- F. The Parties agree not to allow any third party to download, store, access, gather or monitor, any information of affordable housing applicants or property managers for the purpose of engaging in targeted advertising or for any other purpose.
- G. City and County each have ownership of the Applicant Data from their respective jurisdictions.

6. Open Source Software

The Parties acknowledge that the Doorway platform is open-source software. Sections 24.2 and 24.3 of the Doorway Phase 2 Agreement, attached hereto as Exhibit E, include requirements, ensuring City and County's right to use the software and ownership of all software and data developed by Exygy and collected via the Doorway platform.

7. Funding

- A. City agrees to fund One Million Three Hundred Twenty-Two Thousand Six-Hundred Forty dollars (\$1,322,640) of the total Project cost of Two Million One Hundred Fifty Five Thousand Three Hundred Fifty Two dollars (\$2,155,352) for the implementation of the Project by Vendor, as approved by San José City Council on March 30, 2021. Subject to the terms and conditions set forth immediately below, County agrees to remit to the City a total of Eight Hundred Thirty-Two Thousand Seven Hundred Twelve dollars (\$832,712) ("County Funds") for its portion of the Project. County agrees to remit to the City Three Hundred Eighty-Three Thousand Three-Hundred Three dollars (\$383,303) for its portion of the milestones 1-4 of the Project upon the City's execution of the Doorway Phase 2 Agreement and City and County's execution of this Cooperation Agreement. Said County funds will be used by City to pay for the Software provided by and Services performed by Vendor as set forth in the Doorway Phase 2 Agreement. Subject to approval by its Board of Supervisors, County will then fund the remaining Four Hundred Forty-Nine Thousand Four

Hundred Nine dollars (\$449,409) for its portion of Milestones 5-7, prior to work being initiated on Milestone 5.

- B. City and County are both subject to laws and policies, which limit their ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of the City or County to appropriate funds for the purposes of this Cooperation Agreement.
- C. The Parties agree that the funding described in section 7A will not serve as precedent for any future commitment by either Party related to the development of other City or County projects.
- D. City has, and shall continue, as necessary, with all public and procurement bidding laws in connection with the contracting and performance of the work hereunder. City shall perform all Project work hereunder in accordance with applicable public bidding laws and requirements, including those set forth in the California Public Contract Code and the California Government Code.

8. Payment to Vendor

City and County will both be responsible for reviewing invoices from Vendor and approving progress payments and milestone payments to Vendor for services rendered. This will require both Parties to review Progress Payment Reports and Milestone deliverables prior issuing payment. Upon approval by both Parties, City will be responsible for paying all invoices from Vendor. If County does not provide a response to City within seventeen (17) days of receiving an invoice from Exygy, the invoice will be deemed approved by County. Upon approval, City shall pay Vendor's invoice in full. Any disputes between City and County regarding payment on an invoice prior to it being deemed approved shall be addressed through the dispute resolution process set forth in section 11 of this Cooperation Agreement.

9. Proof of Payment

- A. City will provide County with proof of payments City makes to Vendor for invoices from Vendor approved by both Parties as set forth in section 8 of this Cooperation Agreement.
- B. The proof of payment from City to County will include a copy of Vendor's invoice(s) showing the amount of Vendor's invoice to City as approved by City, as well as a current account balance of the approved Project budget.
- C. In the event that County disputes the amount of any payment made by City for a invoice from Vendor, County will seek resolution of such dispute through the dispute resolution process set forth in section 11 of this Cooperation Agreement. In such event, City shall have the right to direct Vendor to cease work until the dispute is resolved.

10. Records Retention and Audit

- A. City agrees to make available for examination and copying by County and its authorized agents, auditors, officers, or employees, subject to any applicable limitations established by state law, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents of City and its contractors and subcontractors evidencing or relating to the expenditures and disbursements charged to County. City shall also furnish to County and its authorized agents, officers or employees such other evidence or information as County may require with regard to any such expenditure or disbursement charged to County.
- B. City shall maintain for a minimum period of three (3) years after the expiration or earlier termination of this Agreement, whichever applicable, full and adequate records that document the actual costs the City incurs, which are subject to funding by County pursuant to this Cooperation Agreement. City shall provide such assistance as may reasonably be required in the course of such inspection by County and/or its auditors or other authorized contractors.

11. Disputes

- A. The Parties agree that, with regard to all disputes or disagreements arising under this Cooperation Agreement that are not resolved informally at the staff level after a good faith attempt, the Parties may agree to engage in mediation. In the event the Parties agree to engage in mediation to resolve a dispute or disagreement, the costs of any such mediation shall be divided equally between the Parties.
- B. The Parties agree to initially seek the services of the Steering Committee, as defined in Exhibit D to this Cooperation Agreement, to facilitate the dispute resolution process should the dispute stem from a disagreement concerning the Scope of Services under the Doorway Phase 2 Agreement. Notwithstanding the foregoing, nothing herein will prevent either City or County from exercising any rights that each may have to enforce the terms of this Cooperation Agreement at law or in equity.

12. Notices

Any and all notices required to be given to a Party hereunder shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the Parties at the following address or such other address as is provided by either Party in writing, and shall be deemed effective as of the third business day after mailing:

City: City of San José
Attention: Director of Housing
200 E. Santa Clara Street, 12th Floor

San José, CA 95113

County: San Mateo County
Department of Housing
Attention: Director
264 Harbor Blvd. Bldg. A
Belmont, CA 94002

13. Indemnification

Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify, defend, and hold the other Party (including its appointed and elected officials, officers, employees, and agents) harmless and free from any damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its appointed or elected officials, officers, employees, or agents, under or in connection with any responsibility, authority, or jurisdiction delegated to such Party under this Cooperation Agreement. Neither Party, nor any appointed or elected official, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party, its appointed or elected officials, officers, employees, or agents, under or in connection, with any authority, responsibility, or jurisdiction delegated to such other Party under this Cooperation Agreement.

14. Severability

If a court of competent jurisdiction holds any provision of this Cooperation Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Cooperation Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

15. Assignment

Neither Party may otherwise assign any of its rights or delegate any of its obligations under this Cooperation Agreement to any individual or entity without the prior written consent of the other Party, which consent may be given or withheld in each Party's sole discretion.

16. Construction

Every covenant, term and provision of this Cooperation Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the context may require.

17. Headings

Section, paragraph and other headings contained in this Cooperation Agreement are for reference purposes only and shall not be used to describe, interpret, define or limit the scope, extent, or intent of this Agreement or any provision hereof.

18. Entire Agreement

This Cooperation Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect thereto. This Cooperation Agreement may be modified only as provided in section 27, "Authorizations."

19. No Waiver

The failure of any Party to enforce at any time or for any period of time any one or more of the terms or conditions of this Cooperation Agreement shall not be a waiver of such terms or conditions or of that Party's right thereafter to enforce each and every term and condition of this Cooperation Agreement.

20. Governing Law and Venue

- A. This Cooperation Agreement and the respective rights and obligations of the Parties hereto shall be construed and interpreted in accordance with the laws of the State of California, without reference to its conflict of laws provisions.
- B. In the event that suit is brought by any Party to this Cooperation Agreement, the Parties agree that venue will be vested in the state courts of the County of Santa Clara or the County of San Mateo, or if federal jurisdiction is appropriate, exclusively in the United States County Court, Northern County of California, San José, California.

21. Counterparts

This Cooperation Agreement may be executed in one or more counterparts, each of which shall be considered to be an original, but all of which together shall constitute one and the same instrument. Moreover, this Cooperation Agreement may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

22. Non-Discrimination

The Parties will not discriminate, in any way, against any person based on sex, pregnancy, childbirth or related medical conditions, race, veteran status, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender (including gender identity and gender perception), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law in connection with or related to performance of this Cooperation Agreement. This policy shall apply to all employment practices.

23. Cooperative Drafting

This Cooperation Agreement has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the Cooperation Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Cooperation Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Cooperation Agreement.

24. Representation re Authority of Parties/Signatories

Each person signing this Cooperation Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Cooperation Agreement. Each Party represents and warrants to the other that the execution and delivery of the Cooperation Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Cooperation Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

25. No Third Party Beneficiaries

Except as expressly set forth herein, nothing contained in this Cooperation Agreement is intended to or shall be deemed to confer upon any person, other than the Parties, any rights or remedies hereunder.

26. Conflict of Interest

Each Party shall avoid all conflicts of interest in the performance of this Cooperation Agreement and shall immediately notify the other Party should a conflict of interest arise that would prohibit or impair its ability to perform under this Cooperation Agreement.

27. Authorizations

The County Manager and the City Manager, or their respective designees, are authorized to modify the Cooperation Agreement and its terms, resolve conflicts, and/or otherwise grant approvals on behalf of their respective agencies, provided such approvals are not otherwise vested in the authority of the agency's governing board. All such requests and approvals shall be in writing and signed by both Parties.

IN WITNESS WHEREOF, County and City have executed this Agreement as of the date and year first above written.

CITY OF SAN JOSE, a municipal corporation

COUNTY OF SAN MATEO, a political subdivision of the State of California

Deputy City Manager

County Manager

EXHIBIT A

Cooperation Agreement - Roles and Responsibilities

In consideration of funding from County, City shall execute the Doorway Phase 2 Agreement with Vendor for the Project. The following are the roles and responsibilities of the Parties regarding the Project:

A. City shall be responsible for the following:

- a. Preparing and executing the Doorway Phase 2 Agreement with Vendor for the Project.
- b. Providing City's share of Project Funding as set forth in Exhibit B to this Cooperation Agreement.
- c. Providing the co-lead project management role, which includes the following tasks:
 1. Coordinating meetings with Vendor, City, County, property managers, and other stakeholders.
 2. Regularly co-leading project management meetings with County.
 3. Identifying issues affecting project outcomes.
 5. Coordinating with the City's Information Technology Department to ensure compliance with City's security and Personal Identifying Information ("PPI") Policy requirements.
 6. Preparing Scope of Work form (Exhibit C to Doorway Phase 2 Agreement with Vendor) ("Doorway Phase 2 Agreement Scope of Work Form") for Milestones 5-7 for sign-off by City and Vendor. Preparing the Scope of Work form - Exhibit C to this Cooperation Agreement, using the exact scope of work description from the Doorway Phase 2 Agreement Scope of Work Form, for approval by County.
 7. Approval of Vendor Milestone completion, as described in Table 2 – Milestone Payment Schedule of Exhibit B of this Agreement .
 8. Timely paying invoices from Vendor for Software and Services provided to both Parties.
 9. Approving invoices from Vendor for Vendor's performance milestones on behalf of the City.
 10. Providing proof of City's payment to Vendor to County.
 11. Monitoring progress of Project towards completion in accordance with the approved budget and expenditures.
 12. Staffing the Project Core Committee, as defined in Exhibit D to this Cooperation Agreement.

13. Co-facilitating meetings of the Steering Committee, as defined in Exhibit D to this Cooperation Agreement.
 14. Co-facilitating meetings of the Executive Committee, as defined in Exhibit D to this Cooperation Agreement.
- d. Providing additional staff resources to assist in implementing the Project, including the following:
1. Business expertise required to meet City's needs for design and implementation of the short-form application, Applicant portal, and Partners portal as each of these are defined in the Doorway Phase 2 Agreement, attached hereto as Exhibit E;
 2. Administrative support to assist with meeting logistics;
 3. Information Technology to create City's web site addresses (URLs) and ensure compliance with security requirements, including the protection of Applicant Data, as defined in Exhibit F-1 of the Doorway Phase 2 Agreement, attached hereto as Exhibit E; and
 4. Management resources to participate in the Steering Committee.

B. County shall be responsible for the following:

- a. Providing County's share of Project Funding as defined in Exhibit B to this Cooperation Agreement.
- b. Providing a Project Manager to ensure the Project meets the needs of County. The Project Manager would:
 1. Assisting City with coordination of meetings with Vendor, City, County, property managers, and other stakeholders.
 2. Identifying issues affecting Project outcomes.
 3. Coordinating with County's Information Services Department to ensure compliance with County's security requirements.
 4. Approval of Vendor Milestone completion, as described in Table 2 – Milestone Payment Schedule of Exhibit B of this Agreement.
 5. If providing funding for completion of Milestones 5-7 of Project, which is subject to obtaining Board approval, reviewing the Scope of Work form (Exhibit C to Doorway Phase 2 Agreement with Vendor) for Milestones 5-7 of the Project and approving Scope of Work form (Exhibit C to this Cooperation Agreement) to document County's agreement with the work to be performed by Vendor for completion of Milestones 5-7 of the Project.
 6. Approving invoices from Vendor, which will be paid by City on behalf of City and County.

7. Verifying that County funds are being paid to Vendor in accordance with approved budget and Vendor payment process.
 8. Monitoring progress of Project towards completion in accordance with the approved budget and expenditures.
 9. Staffing the Project Core Committee, as defined in Exhibit D to this Agreement.
 10. Co-facilitating meetings of the Steering Committee, as defined in Exhibit D to this Cooperation Agreement.
 11. Co-facilitating meetings of the Executive Committee, as defined in Exhibit D to this Cooperation Agreement.
- c. Providing additional staff resources to assist in implementing the Project; including the following:
1. Business expertise required to meet County's needs for design and implementation of the Applicant Portal and Partners Portal as each of these are defined in the Doorway Phase 2 Agreement, attached hereto as Exhibit E;
 2. Administrative support to assist with meeting logistics; and
 3. Information Technology to create County's web site addresses (URLs) and ensure compliance with security requirements, including the protection of Personally Identifiable Information as defined in Exhibit F-1 of the Doorway Phase 2 Agreement, attached hereto as Exhibit E; and
 4. Management resources to participate in the Project Steering Committee.

C. The Parties agree to the following terms for the second year of the Project:

Prior to the commencement of each milestone (5-7), the Parties will each sign off on a written scope of services, delivery schedule, milestones payment to Vendor, and timeframe for County to pay City. These terms will be documented in Scope of Work form - Exhibit C to this Cooperation Agreement. The form will also be signed and approved by Vendor prior to commencement of the work identified for each of these milestones.

Should County decide not to fund the second year of the Project (Milestones 5-7), the Parties will follow the terms set forth under section 3.F. of this Cooperation Agreement.

Exhibit B
Cooperation Agreement - Cost Sharing Summary

The total financial commitment by City and County for the Doorway Phase 2 Agreement with Vendor is summarized below.

Table 1 – Total Party Financial Commitment

	Year 1		
	City	County	Total
Milestone	\$214,333	\$83,667	\$298,000
Progress	\$599,865	\$276,565	\$876,430
Final Acceptance Holdback	<u>\$ 59,033</u>	<u>\$ 23,071</u>	<u>\$ 82,104</u>
Year 1 Total	\$873,231	\$383,303	\$1,256,534

	Year 2		
	City	County	Total
Milestone	\$109,000	\$109,000*	\$218,000
Progress	\$316,961	\$316,961*	\$633,922
Final Acceptance Holdback	<u>\$ 23,448</u>	<u>\$ 23,448*</u>	<u>\$ 46,896</u>
Year 2 Total	\$449,409	\$449,409	\$898,818

	Total Project Costs		
	City	County	Total
Year 1	\$873,231	\$383,303	\$1,256,534
Year 2	<u>\$449,409</u>	<u>\$449,409*</u>	<u>\$898,818</u>
Project Total	\$1,322,640	\$832,712	\$2,155,352

*As stated in section 7 of this Cooperation Agreement, County will contribute Three Hundred Eighty-Three Thousand Three-Hundred Three dollars (\$383,303) in funds upon execution of the Doorway Phase 2 Agreement between City and Vendor and execution of this Cooperation Agreement by City and County. Subject to approval by its Board of Supervisors, County will then fund the remaining Four Hundred Forty-Nine Thousand Four Hundred Nine dollars (\$449,409) for its portion of Milestones 5-7, prior to work being initiated on Milestone 5.

Contribution Share Methodology

The methodology as to how City and County's financial contributions are applied to each payment to Vendor pursuant to the Doorway Phase 2 Agreement is provided below. There are four steps to this methodology:

- 1) **MILESTONE COSTS:** The division of the costs of Milestones 1-4 of the Project between the Parties is based upon how much of Services County has already implemented for Project. County has already implemented approximately 71.9% of Services for Milestones 1-4 and will contribute to payments for

Vendor's completion of Millstones ("Milestone Payments") for 28.1% of costs for Milestones 1-4. Table 2 -Milestone Payment Schedule below describes the Services to be performed by Vendor under each Milestone, the cost to City and County for each Milestone, the total Milestone cost, and the Milestone number. Should County participate in Milestone 5-7 of Project, as set forth in section 7 of this Agreement, Milestones 5-7 will be split equally by City and County.

- 2) **FINAL ACCEPTANCE PAYMENT:** Final acceptance payment is a payment to Vendor upon completion of Project ("Final Acceptance Payment"). A portion of the Final Acceptance Payment will be held for Milestones 1-4 ("Final Acceptance Holdback"), divided by City and County based on Milestone Payment percentages set forth in Step 1 above (71.9% for City and 28.1% for County). County's contribution for the Final Acceptance Payment portion of Milestones 1-4 is \$23,071. The Final Acceptance Holdback for Milestones 5-7, if funded by both Parties, will be divided County based on Milestone Payment percentages set forth in Step 1 above (50% for City and 50% for County).
- 3) **Progress Payment split** calculated by first separating out Maintenance & Support vs Other Recurring
 - A) Maintenance & Support Cost calculated with 50/50 split.
 - B) Other Recurring Costs split based on overall deliverables cost/benefit percentage determined in step 2 (62.7% for City and 37.3% for County).
- 4) Milestone Payments and both Categories of Progress Payments are combined on "Total Cost Share" sheet per each payment due to Vendor.

* Note: Subsequent to agreeing to this cost sharing arrangement, the City determined that an additional \$87,000 for cyber-security enhancements were required. These costs were added to the City's agreement with Exygy as costs for the City to cover for Milestone 4.1.

Table 2 – Milestone Payment Schedule

Milestone Payments						Milestone & Deliverable Description
#	City		County		Total	
	%	Cost	%	Cost		
1					\$ 80,000	Applicant Portal
1.1	100%	\$ 26,667	0%	\$ -	\$ 26,667	Listing for City Launch of Digital App.
1.2	80%	\$ 21,333	20%	\$ 5,333	\$ 26,667	Digital App Requirements Document
1.3	80%	\$ 21,333	20%	\$ 5,333	\$ 26,667	Backlog Requirements Document
	86.7%		13.3%			
2					\$ 90,000	City Prep & Partners Portal Prep
2.1	100%	\$ 30,000	0%	\$ -	\$ 30,000	City Specific Engineering Requirements
2.2	80%	\$ 24,000	20%	\$ 6,000	\$ 30,000	Move City to Regional Server
2.3	50%	\$ 15,000	50%	\$ 15,000	\$ 30,000	Partners Portal - Requirements
	76.7%		23.3%			
3					\$ 48,000	Applicant Portal
3.1	100%	\$ 12,000	0%	\$ -	\$ 12,000	Paper Version of Digital App - City
3.2	50%	\$ 6,000	50%	\$ 6,000	\$ 12,000	1 st Launch of Digital App & features
3.3	50%	\$ 6,000	50%	\$ 6,000	\$ 12,000	Input for 2 nd Launch of Digital App
3.4	100%	\$ 12,000	0%	\$ -	\$ 12,000	2 nd Launch of Digital App
	75.0%		25.0%			

4					\$ 80,000	Partners Portal
4.1*	50%	\$ 20,000	50%	\$ 20,000	\$ 40,000	1st Launch of Partners Portal
4.2	50%	\$ 20,000	50%	\$ 20,000	\$ 20,000	Training for Partners Portal
5	50%	\$ 45,000	50%	\$ 45,000	\$ 90,000	Applicant Portal Enhancements
6	50%	\$ 24,000	50%	\$ 24,000	\$ 48,000	Partners Portal Enhancements
7	50%	\$ 40,000	50%	\$ 40,000	\$ 80,000	Support, Documentation & Training
		\$ 323,333		\$ 192,667	\$ 516,000	
		62.7%		37.3%	100%	
	Final					
	Acceptance	\$ 80,833		\$ 48,167	\$ 129,000	
		62.7%		37.3%		
	City		County			
		\$ 404,167		\$ 240,833	\$ 645,000	
		62.7%		37.3%		

Table 3 -Progress Payments

Progress Payments					
Milestone	Payment #	City	County	Total	
1	1	\$ 58,885	\$ 14,151	\$ 73,036	
1	2	\$ 58,885	\$ 14,151	\$ 73,036	
1	3	\$ 58,885	\$ 14,151	\$ 73,036	
2	4	\$ 52,785	\$ 20,251	\$ 73,036	
2	5	\$ 52,785	\$ 20,251	\$ 73,036	
2	6	\$ 52,785	\$ 20,251	\$ 73,036	
3	7	\$ 51,768	\$ 21,268	\$ 73,036	
3	8	\$ 51,768	\$ 21,268	\$ 73,036	
3	9	\$ 51,768	\$ 21,268	\$ 73,036	
4	10	\$ 36,518	\$ 36,518	\$ 73,036	
4	11	\$ 36,518	\$ 36,518	\$ 73,036	
4	12	\$ 36,518	\$ 36,518	\$ 73,036	\$ 876,430 1 st Yr Total
5	13	\$ 39,620	\$ 39,620	\$ 79,240	
5	14	\$ 39,620	\$ 39,620	\$ 79,240	
5	15	\$ 39,620	\$ 39,620	\$ 79,240	
6	16	\$ 39,620	\$ 39,620	\$ 79,240	
6	17	\$ 39,620	\$ 39,620	\$ 79,240	
6	18	\$ 39,620	\$ 39,620	\$ 79,240	
7	19	\$ 39,620	\$ 39,620	\$ 79,240	
7	20	\$ 39,620	\$ 39,620	\$ 79,240	\$ 633,922 2 nd Yr Total
	Total	\$ 916,828	\$ 593,524	\$1,510,352	

Exhibit C
Scope of Work Form
Doorway Phase 2 Agreement - Milestones 5-7

The attached form will be used by the City of San José and the County of San Mateo to document the scope of work and payment terms for Milestones 5 through 7 of the Doorway Phase 2 Agreement, prior to issuing a Notice to Proceed to Exygy, Inc. for any work pertaining to these Milestones.

Scope of Work Form

Milestone # _____

Start Date _____

Estimated Completion Date _____

Scope of Work (Description of vendor activities)

Milestone Deliverables (Description of specific deliverables for completion of milestone)

Name:
Title:
County of San Mateo

Date

Name:
Title:
City of San José

Date

Exhibit D

Cooperation Agreement – City of San José and County of San Mateo

Function and Composition of Committees

Core Project Committee: The Core Project Committee will be responsible for completing the tasks necessary for the successful implementation of the Project, as defined in this Cooperation Agreement. The Core Project Committee will consist of Project Managers from City and County and supporting staff from County and City, as well as Product Managers and/or other representative of Vendor.

Specific functions of the Core Project Committee include:

- Obtaining input from the Steering Committee (defined below) and other key stakeholders.
- Preparing product scope documents.
- Performing tasks necessary to implement the web portal.
- Approving payments to Vendor in accordance with the terms of the Cooperation Agreement.
- Making recommendations on Project budget or Project scope to the Executive Committee (defined below).

Steering Committee: The Steering Committee will offer its input and "steering" of the design decisions, on behalf of the various stakeholder groups in City and County. The Steering Committee will consist of stakeholders from City agencies, inclusionary developers, affordable housing developers, leasing agents, and community-based organizations.

Specific functions of the Steering Committee include:

- Providing input on Software features to the Core Project Committee.
- Testing new features of the Doorway Software.

Executive Committee: The Executive Committee will review, provide input, and approve project direction, scope, schedule and budget decisions per the recommendations of the Core Project team. The Executive Committee will consist of decisionmakers from both Parties as well as Project Managers from both Parties. For City, this will include the Deputy Director of Housing, Assistant Chief Information Officer, and the City Manager's Office of Innovation. For the County, this will include: Deputy Director of Housing and Director of Housing.

Specific functions of the Executive Committee include:

- Approving any changes to the scope of work for the Project.
- Making decisions on Project budget.
- Making decisions regarding direction of the Project in the future.
-

Exhibit E

Doorway Phase 2 Agreement between the City of San José and Exygy Inc.

[Exhibit E begins on following page]

**AGREEMENT BETWEEN
THE CITY OF SAN JOSE
AND
EXYGY INC
FOR AN AFFORDABLE HOUSING PORTAL**

This Agreement is entered into as the City's execution date ("Effective Date") between the City of San José, a municipal corporation ("City"), and Exygy Inc a California corporation registered to conduct business in the State of California, (hereinafter "Contractor"). Each of City and Contractor are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

WHEREAS, City has issued a Request for Proposal ("RFP") to acquire an Affordable Housing Portal (the "Solution" or the "Software") and professional services, including implementation, configuration, training, and ongoing maintenance and support (collectively the "Services").

WHEREAS, Contractor has the necessary expertise and skills to provide such Solution and perform such Services, and Contractor's proposal demonstrates Contractor's ability to meet the City's needs; and

WHEREAS, Contractor has a good understanding of City's requirements through Contractor's examination of the Request for Proposal documents and the exchange of information; and

WHEREAS, based on this in-depth understanding and combining it with Contractor's knowledge and expertise with public organizations, Contractor warrants that the proposed Solution and Services will meet the City's specifications and requirements as described in the Scope of Services; and

WHEREAS, the recitals are true and correct and are incorporated into this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

- EXHIBIT A-1 - Scope of Services
- A-2 - Preliminary Project Implementation Schedule
- A-3 - Scope of Work Definition Form
- A-4 - Final Solution Acceptance Certificate
- EXHIBIT B - Compensation
- EXHIBIT C - Insurance Requirements
- EXHIBIT D - Change Order Form
- EXHIBIT E - Notice of Option to Extend Agreement
- EXHIBIT F - Information Technology and Security Requirements
- F-1 - Privacy and Disclosure Policy

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail. The provisions in the Exhibits shall prevail over conflicting terms in any Attachments to the Exhibits. Contractor and City hereby acknowledge that they have drafted and negotiated the Agreement jointly and that the Agreement will be construed neither against nor in favor of either, but rather in accordance with its fair meaning.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations, and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of

lading, or other forms utilized or exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Agreement.

2 TERM OF AGREEMENT

2.1 Term

The term of this Agreement is from Effective Date to March 31, 2023 (“Initial Term”), inclusive, subject to the provisions of Section 14 TERMINATION and subsection 2.2 “Options to Extend.”

2.2 Options to Extend

After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for five (5) additional one-year terms (“Option Periods”) through March 31, 2028 for ongoing licensing, support, maintenance, and related professional services. City shall provide Contractor written notice in the form of Exhibit E of its intention to exercise its option prior to the end of the then current term.

2.3 No Waiver

City’s agreement to extend the term of this Agreement is not a waiver of the “time is of the essence” provision in Section 4.

Notwithstanding this Section, the Parties agree that the preliminary project schedule set forth in Exhibit A-2 and the ability of the Parties to provide and use the products and/or services under this Agreement may be limited if business activities are subject to local, state, or federal mandates and advisories for managing public health and safety related to the COVID-19 pandemic or other force majeure. The Parties agree that the provision of products and services and the payment for such products and services may be postponed or suspended following execution of this Agreement by the City and that the Parties are not required to act on this Agreement until the City issues a written notice to proceed. The City will not postpone or suspend execution of this Agreement unless such postponement or suspension is unavoidable due to the COVID-19 pandemic or other force majeure, and such postponement or suspension will not be unreasonable. If the City does postpone or suspend execution of this Agreement due to the COVID-19 pandemic or other force majeure, The City will issue a written notice to proceed as soon as is reasonably possible.

3 SCOPE OF SERVICES

3.1 Scope of Work

Contractor shall implement the Solution and perform the Services as set forth in the Scope of Services (the “Scope of Services” or “Scope”) which is attached hereto as Exhibits A-1 through A-4 and incorporated as though fully set forth herein.

3.2 Notification

Contractor agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Contractor’s ability to meet the requirements of the Agreement or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure.

3.3 Information Technology and Security Requirements

Contractor agrees to perform the work set forth in this Agreement in accordance with the City’s Information Technology and Security Requirements, which are attached hereto as Exhibit F and incorporated herein.

3.4 Privacy and Disclosure Policy

Contractor agrees in the performance of the Services provided herein to comply with the City’s Privacy and Disclosure Policy (the “Policy”) as set forth in Exhibit F-1, which is attached hereto and incorporated herein. Contractor shall ensure that all webpages that it creates are consistent with this Policy. Contractor further agrees that it shall treat all information received through this Agreement in strict accordance with the Policy.

4 WAGE THEFT

- 4.1 **Definition:** For purposes of this provision, “Wage Theft” means a final judgement, order, or other determination of a federal or state court, or of a federal, state, or local administrative agency that a contractor or subcontractor failed to pay its workers in accordance with any applicable federal, state, or local wage and hour laws, regulations, or other requirements. A judgement, order, or other determination is “final” if the contractor or subcontractor has exhausted all appeals, and the time period to appeal has expired.
- 4.2 **Compliance with Wage and Hour Laws:** The Contractor must comply with all applicable federal, state, and local wage and hour laws, regulations, and policies, as required by City Council Policy 0-44 <https://www.sanjoseca.gov/home/showdocument?id=12945>. The Contractor must include this requirement in each of its subcontracts.
- 4.3 **Representations in Wage Theft Disclosure Certification Forms:** The City awarded this Agreement to the Contractor, in part, based on the representations made by the Contractor and its listed subcontractors in the Proposal Certification or Wage Theft Disclosure Certification Form that they completed as part of the of procurement process.
- 4.3.1 **Contractor Warranty:** By executing this Agreement, the Contractor affirms the accuracy of the representation it made in its Proposal Certification or Wage Theft Disclosure Certification Form. It is a material breach of this Agreement if the City determines that the Proposal Certification or Wage Theft Disclosure Certification Form contained any material inaccuracies.
- 4.3.2 **Listed Subcontractors:** The Contractor must include in the subcontract of all subcontractors that it listed during the procurement, a provision that does the following:
- 4.3.2.1 Requires the subcontractor to warrant the accuracy of the Proposal Certification or Wage Theft Disclosure Certification Form that it submitted during the procurement of this Agreement, and
- 4.3.2.2 Allows the Contractor to terminate the subcontract if the City or the Contractor determines that the Proposal Certification or Wage Theft Disclosure Certification Form contained any material inaccuracies.
- 4.3.3 **Termination of Subcontractor:** The Contractor must terminate a listed subcontractor if requested by the City based on the subcontractor’s submittal of a materially inaccurate Proposal Certification or Wage Theft Disclosure Certification form.
- 4.4 **Subcontractors Not Listed:** Before contracting with a subcontractor not listed during the procurement process, the Contractor will require the subcontractor to complete a Wage Theft Disclosure Certification Form provided by the City’s Office of Equality Assurance through their website at <https://www.sanjoseca.gov/home/showdocument?id=64354>. The Contractor must provide the completed certification form to the City within ten (10) calendar days of executing the subcontract.
- 4.4.1 The Contractor cannot use any subcontractor that has one or more Wage Theft violations, or has one (1) outstanding, unpaid Wage Theft violation, within five (5) years before the date it certified the Wage Theft Disclosure Certification Form.
- 4.4.2 The Contractor must include a provision in each subcontract allowing the Contractor to terminate the subcontract based on the subcontractor’s submission of a materially inaccurate Wage Theft Disclosure Certification Form. The Contractor must terminate a subcontractor if requested by the City based on the subcontractor’s submittal of a materially inaccurate Wage Theft Disclosure Certification Form.
- 4.5 **Occurrence or Discovery of Wage Theft:** The Contractor must notify, in writing, the City’s Office of Equality Assurance no more than fifteen (15) calendar days after either of the following events: (1) any Wage Theft that occurs during the term of the Agreement involving the Contractor or a subcontractor, and (2) the Contractor becomes aware of Wage Theft by the Contractor or a subcontractor that should have been previously disclosed but was not.
- 4.5.1 **Satisfaction by Contractor:** The Contractor must promptly satisfy and comply with a Wage Theft judgement, order, or other determination against it. The Contractor must provide the City’s Office of Equality Assurance with

documentary evidence that it satisfied and complied with the Wage Theft judgement, order, or other determination within five (5) calendar days of doing so.

4.5.2 **Satisfaction by Subcontractor:** The Contractor must include appropriate provisions in each subcontract requiring the subcontractor to do the following: (a) promptly satisfy and comply with a Wage Theft judgement, order, or other determination against it and (b) provide the Contractor and the City's Office of Equality Assurance with documentary evidence that it satisfied and complied with the Wage Theft judgement, order or other determination within five (5) calendar days of doing so.

4.5.3 **City's Right to Withhold Payment:** The City has the right to withhold any moneys owing the Contractor in the amount of the Wage Theft against the Contractor or a subcontractor.

4.6 **Material Breach:** Failure to comply with any part of this Section 4 constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

4.7 **Notice:** Notice provided to the Office of Equality Assurance as required under this Section 4 shall be addressed to: Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, San José, CA 95113. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

5 PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE

Contractor shall perform the Services according to the terms and provisions of the preliminary schedule set out in the attached Exhibit A-2, entitled "Preliminary Project Implementation Schedule." Time is expressly made of the essence with respect to each and every term and provision of this Agreement. City acknowledges that Contractor's ability to complete work according to the schedule in Exhibit A-2 is dependent on Contractor's performance, City's performance, and external partner performance, including participating housing developers, property managers, leasing agents, local governments, and other participating partners. City will not hold Contractor responsible for delays caused solely by City or external partner performance. City will not unreasonably withhold agreement for requested changes to the schedule in Exhibit A-2.

6 DATA AND FACILITIES

Contractor acknowledges that it has in its possession all applicable specifications and drawings and all other documents to which reference is made herein and/or which are matched hereto, and all such data are adequate to enable Contractor to fairly determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth herein. Contractor represents that it now has or can readily procure, without assistance of City, all facilities, machinery, and equipment necessary for the performance of this Agreement.

7 STANDARDS OF SERVICE

In connection with the performance of any Services pursuant to this Agreement:

7.1 Number of Employees

Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement. Furthermore, Contractor shall, at its expense, supply all tools, equipment, and other materials necessary to perform the Services contemplated in this Agreement.

7.2 Skill of Employees

Contractor warrants that employees shall have sufficient skill, knowledge, and training to perform the Services and that the Services shall be performed in a professional and workmanlike manner.

7.3 Duty of Confidentiality

All data, documents, discussions, or other information developed or received by or for one Party in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by the other Party or as required by law. The receiving Party warrants that all employees utilized by it in performing Services are under a written obligation to the receiving Party requiring the employee to maintain the confidentiality of information of the other Party to the extent permitted by law.

7.4 Security and Safety

Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies. City may require each employee providing Services to undergo a background investigation, including, but not limited to, a criminal records and fingerprint check. Contractor shall promptly replace any employee found to be unacceptable to City, in its sole discretion, on the basis of a significant infraction found in the background investigation.

7.5 Contractor's Obligations to Employees

Contractor shall provide for and pay the compensation of its employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend, and hold City harmless from and against all such taxes, contributions, and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

7.6 Contractor-Initiated Staffing Changes

The qualifications of the Contractor's staffing for this Agreement are material considerations to the City's selection and decision to enter into this Agreement. For this reason, the City Project Manager's approval is required for the Contractor to remove, replace, or add to any of Contractor's staffing identified in Exhibit A-1. City Project Manager shall not unreasonably withhold consent for the Contractor to remove, replace, or add any of the Contractor's staffing.

7.7 City-Initiated Staffing Changes

The City reserves the right to request replacement of an employee or a proposed employee for reasonable cause, including, but not limited to, willful misconduct, inadequate performance or lack of skill, knowledge, or training. Contractor's replacement staff must be qualified to perform the Scope of Services and available to the City within twenty-five (25) working days of receipt of such request from City. If, within the first thirty (30) days after an employee's commencement of Services, City notifies Contractor (1) such employee's level of performance is unacceptable, (2) such employee has failed to perform as required, or (3) such employee, in City's sole opinion, lacks the skill, knowledge or training to perform at the required level, then Contractor will be required to review the work performed by said employee, confirm the quality of work, and correct any items the Contractor deems incorrect. If the City requests replacement of an employee and the Contractor has not replaced the employee within the thirty (30) day time period, City shall not be required to pay for, and shall be entitled to a refund of, any sums paid to Contractor for such employee's Services after the date of City's requested replacement of such employee.

8 CHANGE ORDER PROCEDURE AND AUTHORIZATION

8.1 Changes

Any changes to this Agreement after the Effective Date that relate to (i) deleting products or Services, (ii) adding products or Services, (iii) changing or modifying products or Services, or (iv) making other changes that materially alter the Scope of this Agreement or the deliverables required under this Agreement, including approval of all performance and/or payment schedules, shall be made by the Director of Finance in accordance with the procedures set forth below.

8.2 Contract Change Requests

Either Party hereto may, from time to time, and at any time during the term hereof, request a change, as defined in Section 8.1. Requests for changes shall be in writing and shall be addressed and delivered to the other Party as provided herein. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested and the costs associated therewith, and shall identify the products, Services, deliverables, or schedules to be changed.

8.3 Procedures

As soon as practical after receipt by the notified Party of copies of the request, the Parties shall meet as necessary to discuss the change and to ascertain its cost and schedule impacts, if any.

8.4 Change Orders

If the Parties decide to implement a change request, a standard form Change Order ("CO") shall be prepared under the direction of the Director of Finance (or designee) in a form substantially similar to the form attached hereto as Exhibit D, which CO shall describe the change, delineate the cost, schedule, and other impacts of the change, and include the payment terms for any price increase. Only the City's Director of Finance and Contractor's Authorized Representative shall have authority to execute COs to this Agreement. Execution of a CO by City's Director of Finance and Contractor's Authorized Representative shall constitute a modification hereof and shall be binding on both Parties hereto.

9 COMPENSATION

9.1 Contract Maximum

The total contract price in U.S. dollars shall not exceed **Two Million Fifty-Three Thousand Four Hundred Sixteen Dollars (\$2,053,416)** during the Initial Term ("Maximum Compensation"). The terms, rates, and schedule of payment are set forth in the attached Exhibit B, entitled "Compensation." Contractor shall submit to City invoices at the completion of each milestone and for ongoing services, but no more frequently than monthly, with a breakdown of Services as provided in Exhibit B. City will make payments to Contractor within thirty (30) days after the date of approval of each invoice. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

9.2 Non-Funding

Each payment obligation of City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by Contractor, the product or service directly or indirectly involved in the performance of that function may be terminated by City at the end of the period for which funds are available. City shall notify Contractor at the earliest possible time of any products or services which will or may be affected by a shortage of funds.

No penalty shall accrue for City in the event this provision is exercised, and City shall not be liable for any future payments due or for any damages as a result of termination under this Section 9.2. This provision shall not be construed so as to permit City to terminate this Agreement or any products or services in order to acquire similar equipment or service from another party. Contractor agrees to render any assistance which City may seek in affecting a transfer of any right of City in this Agreement, or any part hereof, that is required of City pursuant to the securing of financing hereunder. Despite the foregoing, the City shall pay Contractor for any Services performed or product delivered in accordance with this Agreement up to the date of termination.

10 TAXES AND CHARGES

Contractor shall be responsible for payment of all taxes, fees, contributions, or charges applicable to the conduct of Contractor's business.

11 FINAL SOLUTION ACCEPTANCE

Upon final delivery of the Solution, City and Contractor shall conduct acceptance tests. The criteria for the acceptance tests shall be mutually agreed upon by the Parties and in accordance with the Scope of Services (Exhibits A-1 through A-4). Final Solution Acceptance will occur upon successful completion of the acceptance tests. When Final Solution Acceptance occurs, the Parties will memorialize this event by promptly executing a Final Solution Acceptance Certificate (Exhibit A-4).

If, in the reasonable discretion of the City, the Solution does not meet the requirements of the acceptance test specifications, Contractor shall repair or replace the Solution so that the same meets the acceptance test specifications in all material respects, all at no additional expense to City. All warranties shall become effective and begin to run upon the successful completion of the acceptance tests and the date of Final Solution Acceptance.

Payment for any part or parts of the Solution or Services provided hereunder, or inspection or testing thereof, by City shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the Solution when delivered and reject upon notification to Contractor any and all of the Solution which does not conform to the specifications or other requirements of this Agreement. Components of the Solution which are rejected shall be promptly corrected, repaired, or replaced by Contractor in accordance with Contractor's warranty obligations under this Agreement, such that the Solution conforms to the warranties, specifications, and other requirements of this Agreement. If City receives components of the Solution with defects or

nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations under this Agreement following the discovery of such defect or nonconformity.

12 CONTRACTOR REPRESENTATIONS AND WARRANTIES

12.1 Contractor Responsibility

Contractor understands and accepts full responsibility for all requirements and deliverables defined in this Agreement. Contractor warrants it:

- 12.1.1 Has read and agrees with the specifications contained in the Scope of Services (Exhibits A-1 through A-4);
- 12.1.2 Fully understands the facilities, difficulties, and restrictions attending performance of the Services; and
- 12.1.3 Agrees to inform the City of any unforeseen conditions which will materially affect performance of the work within 45 days of the execution of this Agreement and shall not proceed until written instructions are received from City.

12.2 Authority to Make Agreement

Contractor represents and warrants that Contractor has full right and authority to perform its obligations under this Agreement. City shall be entitled to use the Solution without disturbance.

12.3 Contractor Agreements with City Employees

Contractor agrees to not enter into a relationship that may result in a financial conflict of interest with any employee or agent of the City who participated in the making of governmental decisions related to this Agreement.

12.4 Warranty for Services, Software, and Software Customizations

Contractor warrants to City that Contractor shall render all Services, Software, and software customizations provided under this Agreement with reasonable care and skill. Contractor further warrants that the software customizations will function per the approved business requirements and design under ordinary use and operation in conformance with the specifications and documentation. Additionally, Contractor shall warrant its Services for a period of ninety (90) days following City's acceptance of the Services and shall warrant its Software and software customizations for a period of 180 days after City's acceptance of the Software or software customizations (each referred to as an applicable "Warranty Period"). During the Warranty Periods, City will notify Contractor if any Services, Software, or software customizations do not conform to City's specifications as contained in the Scope of Services (Exhibits A-1 through A-4). Upon receipt of such notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor shall (at no additional cost to the City) repair the defective Services, Software, or software customizations. The Warranty Period is reset for any repaired, replaced, or reperfomed item(s), beginning upon City acceptance of the repaired, replaced, reperfomed item(s). If despite its reasonable efforts, Contractor is unable to provide the City with Services, Software, or software customizations in compliance with the foregoing warranty, City may pursue its remedy at law to recover direct damages resulting from the breach of this warranty.

13 WARRANTY AGAINST INFRINGEMENT

Contractor agrees to defend and indemnify City of all direct losses, costs, and damages resulting from a determination that the Services, Software, or software customizations supplied to City infringe any third party patent rights, copyrights, or trademarks provided that City (1) promptly notifies Contractor in writing upon City becoming aware of the existence of any such suit, action, proceeding threat; (2) allows Contractor sole control of the defense and/or settlement thereof; and (3) provides such reasonable cooperation as Contractor may require. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without Contractor's express prior written consent. In no event will Contractor be liable for the payment of any amount agreed to in settlement without Contractor's express consent. In the event that City is enjoined from use of the Services, Software, or software customizations due to a proceeding based upon infringement of patent, copyright or trademark, Contractor shall, at its option, either:

- 13.1 Modify the infringing item(s) at Contractor's expense, so it becomes non-infringing; or
- 13.2 Replace the infringing item(s) with equal non-infringing item(s), at Contractor's expense; or

13.3 Procure, at Contractor's expense, the necessary licenses for the City to continue using the item(s); or

13.4 Remove the item(s) and refund the purchase price less a reasonable amount for depreciation.

14 TERMINATION

14.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than sixty (60) days' written notice of termination.

14.2 Termination for Default

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

14.3 Termination Authority

The Director of Finance ("Director") is empowered to terminate this Agreement on behalf of City.

14.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

15 INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents against any claim, loss, damages, expenses, or liability that - directly or indirectly or in whole or in part – arise out of, pertain to, or result in any way from work performed under this Agreement due to the willful, reckless, or negligent acts (active or passive) or omissions by Contractor's officers, employees, agents, or subcontractors. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification. This provision shall survive the termination of this Agreement.

16 INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the policies set forth in Exhibit C, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All certificates and/or endorsements shall be subject to approval by the Risk Manager of the City of San José as to form and content. These requirements are subject to amendment or waiver if approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said certificates and/or endorsements before work commences under this Agreement.

17 WAIVER

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

18 INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

19 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, codes, and regulations (collectively, "laws") of the federal, state, and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

20 CONFLICT OF INTEREST

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

21 NONDISCRIMINATION

Contractor agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

22 GIFTS

22.1 Prohibition on Gifts

Contractor acknowledges that Chapter 12.08 of the San José Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

22.2 No Offer

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

22.3 Breach of Agreement

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 14 TERMINATION of this Agreement.

23 DISQUALIFICATION OF FORMER EMPLOYEES

Contractor is familiar with Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

24 CONFIDENTIAL AND PROPRIETARY INFORMATION

24.1 Confidentiality

All data and information generated, collected, developed, discovered or otherwise saved in the Solution exclusively for the City (collectively the "Data") by the Contractor in the performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

24.2 Ownership of Materials

City and Contractor agree that Contractor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor in the performance of the project, and developed using Contractor's facilities or personnel. City and Contractor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by City's facilities or personnel. Technology that is jointly developed using both City and Contractor personnel and facilities shall be jointly owned. City acknowledges that Contractor owned materials and jointly owned materials may be reused by Contractor and may be published under an Open Source license.

24.3 Ownership of Data

The City shall maintain ownership and control of the Data throughout the Agreement period and in perpetuity. Contractor shall have the right to use the Data solely to perform Services under the Agreement with the City. Contractor may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the Agreement without the express written consent of the City. Contractor shall provide City with a copy of the Data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

24.4 Security

Contractor shall maintain effective controls and security to protect the Data, including working with hosting and platform providers that conduct regular backups to a redundant data storage location, and by working with hosting and platform providers that offer redundant power, internet, site redundancy, and emergency recovery procedures.

24.5 Copies of Data/Exit Strategy

Upon request of the City or in the event this Agreement is terminated, Contractor shall work with the City to ensure a smooth transition of all Data and Software to the City's new environment. Additionally, upon request by the City and at no additional cost, Contractor shall provide City with a database export of the Data in a format acceptable to the City. At the termination of this Agreement, all Data at the Contractor's (or Contractor's subcontractor's) facilities shall be purged when the City confirms that it has received a satisfactory copy of the Data. Contractor shall provide written verification to the City once all City Data has been purged.

24.6 Enforcement

The City and Contractor agree that damages are not adequate and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of the provisions of this Agreement. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Agreement.

25 CONTRACTOR'S BOOKS AND RECORDS

25.1 Maintenance during Term

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

25.2 Maintenance after Term

Contractor shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

25.3 Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

25.4 Custody of Records

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

26 ASSIGNABILITY

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section 26, will be voidable at City's sole option.

27 SUBCONTRACTORS

27.1 Authorized Subcontractors

Notwithstanding Section 26 ASSIGNABILITY, Contractor may use designated subcontractors approved in advance by City in performing Contractor's Services. Contractor must obtain City's prior written consent in order to change or add subcontractors. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

27.2 Compliance with Agreement

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

28 GOVERNING LAW

This Agreement must be construed -- and its performance enforced--under California law.

29 JURISDICTION AND VENUE

In the event that suit is brought by either Party to this Agreement, the Parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

30 NOTICES

30.1 Manner of Giving Notice: All notices and other communications required by this Agreement must be in writing and must be made via e-mail, personal service, trackable delivery service, or United States mail, postage prepaid.

30.2 When Effective: A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is delivered by a trackable delivery service is effective when signed for. A notice or other communication that is mailed is effective three (3) business days after deposit in the United States mail.

30.3 To Whom Given: All notices and other communications between the Parties required or permitted to be given under this Agreement must be given to the individuals identified below:

To the City: City of San José
 Attention: Director of Finance
 200 East Santa Clara St., 13th Floor
 San José, CA 95113
 purchasing@sanjoseca.gov

To the Contractor: Exygy, Inc.
 Attention: Zachary M. Berke
 PO Box 7775
 PMB 59930
 San Francisco, California 94120-7775 US
 415-992-7251 x201
 zach@exygy.com

30.4 Changing Contact Information: Either Party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other Party pursuant to Section 30.

31 OTHER PUBLIC AGENCY PURCHASES

This Agreement resulted from a competitive bid through RFP 19-20-02 for an Affordable Housing Portal issued on August 26, 2019 pursuant to Chapter 4.12 of the San José Municipal Code. Other local and state government agencies may enter into agreement(s) based on the same material terms and conditions, and pricing. The local or state government agency shall accept sole responsibility for placing orders, arranging deliveries and/or services, and making payments to the Contractor. The City of San José will not be liable or responsible for any obligations, including but not limited to, financial responsibility in connection with these agreement(s) between the Contractor and other local and state government agency(ies).

32 MISCELLANEOUS

32.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

32.2 Assignment

Subject to the provisions of Section 26 ASSIGNABILITY, this Agreement binds and inures to the benefit of the Parties and their respective successors and assigns.

32.3 Headings

The headings of the Sections and Exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

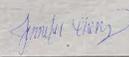
32.4 Counterparts

This Agreement may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

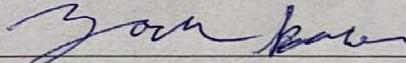
32.5 Use of Electronic Signatures

Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.

City of San José
a municipal corporation

By 
Jennifer Cheng
Deputy Director, Finance
Date: Apr 2, 2021

Exygy, Inc.
a California Corporation authorized to conduct business in California

By 
Zachary M. Berke
President and Secretary
Date: March 11, 2021

APPROVED AS TO FORM:


Rosa Tsongtaatarii
Senior Deputy City Attorney

EXHIBIT A-1 SCOPE OF SERVICES

The following Scope of Services defines the principal activities and responsibilities of Contractor and the City for an Affordable Housing Portal.

1 OVERVIEW

Contractor shall develop and implement a Solution that will: 1) Allow prospective tenants to apply on-line for affordable housing rental vacancies within the City; and 2) provide web-based tools for property managers of affordable housing developments within the City of San José to list affordable housing vacancies and effectively manage applications received via the Solution.

2 ASSUMPTIONS

- 2.1 Contractor shall assign a project manager to implement the Solution.
- 2.2 The City shall provide a project manager and subject matter experts as required to ensure that the implemented Solution meets the City's requirements as detailed in this Scope of Services.
- 2.3 The Contractor shall initiate all outreach meetings and draft agendas, subject to final approval from the City.
- 2.4 The City shall find and reserve meeting locations in consultation with the Contractor.
- 2.5 Both City and Contractor shall attend meetings, workshops, and discovery sessions as required, in person or virtually.
- 2.6 The Contractor shall lead outreach meetings with assistance from the City.
- 2.7 The Solution shall be compliant with Americans with Disability Act.

3 PRODUCT / SERVICE REQUIREMENTS & SPECIFICATIONS

- 3.1 Contractor shall develop a Solution that: 1) simplifies the process that prospective tenants currently use in finding and applying for affordable housing; and 2) simplifies the process that affordable housing managers must use to list housing opportunities and receive housing applications.
- 3.2 The City acknowledges that the Contractor is building the Solution on top of existing software, including Open Source software, and the Contractor will continue to release some components of the Solution under an Open Source license.
- 3.3 The Phase 2 features must build upon the Phase 1 features and be consistent with the look and functions of the San Francisco and San Mateo sites.
- 3.4 The Solution must provide mobile-focused, responsive, web-based interfaces and processes that make it simple for users at all levels of computer and web skills to search and apply for all available affordable San José rental properties.
- 3.5 Tenant Portal Expansion Functionality: The Solution shall be a responsive, mobile-centric web app that provides the essential functions described below in Milestone 3.2 ("Applicant Portal – 1st Digital Application Launch") and Milestone 5.0 ("Applicant Portal – Feature Enhancements").
- 3.6 Property Manager (Partners) Portal Functionality: The Solution shall provide the essential functions described below in Milestone 4.1 ("Partners Portal – Launch of 1st Version") and Milestone 6.0 ("Partners Portal – Feature Enhancements").

4 IMPLEMENTATION PROCESS / REQUIREMENTS

- 4.1 Project Management: Contractor shall prepare a project plan that shall be used to drive completion of the project. The City's Project Manager and the Contractor's Project Manager shall hold weekly or bi-weekly meetings as determined by City to discuss progress and challenges in meeting the project budget and tasks, to ensure that it stays on schedule.
- 4.2 Project Kickoff Meeting: Contractor shall hold a kick-off meeting with City staff to go over the project objectives, schedule, key tasks, timeline, and roles and responsibilities of each team member.

- 4.3 Stakeholder Meetings: Contractor shall convene periodic stakeholder meetings, one-on-one meetings with property managers, as necessary, to ensure that the functionality of the system meets the needs of affordable housing property managers that operate in Santa Clara County.
- 4.4 Go Live and Full Acceptance: Following City’s validation that the Solution meets requirements set jointly by the City and Contractor during project implementation as outlined in section 11 of the “Agreement for an Affordable Housing Portal”, the parties shall execute the Final Acceptance Certificate (Exhibit A-4) to memorialize Solution acceptance.

5 TRAINING AND DOCUMENTATION REQUIREMENTS

Training: Contractor shall provide training and documentation. Specific training and documentation requirements are outlined below in Milestones 4.2 (“Partners Portal – Training”) and 7.2 (“Documentation and Training”).

6 MAINTENANCE, SUPPORT & HOSTING

- 6.1 Contractor must provide a maintenance, support, and web hosting for the number of hours needed to service, maintain, and host the site on a monthly and annual basis.
- 6.2 The maintenance, support, and web hosting will meet the requirements outlined in Section 8 “Contractor’s Ongoing Services”, below, including Section 8.1 “Maintenance”, Section 8.1.1 “Website Maintenance”, Section 8.1.2 “Maintenance Activities”, and Section 8.2 “Web Site Hosting”.

7 PROJECT MILESTONES

7.1 Definitions:

- 7.1.1 Core Project Team: This Team will be responsible for completing the tasks necessary for the successful implementation of the project. The team will consist of Project Managers and supporting staff from San Mateo County and the City, as well as Product Managers and/or Executive from Contractor. Specific functions of the team include:
 - 7.1.1.1 Obtaining input from the Steering Committee and other key stakeholders.
 - 7.1.1.2 Preparing product scope documents.
 - 7.1.1.3 Performing tasks necessary to implement the web portal.
 - 7.1.1.4 Approving vendor payments per the term of the agreement.
 - 7.1.1.5 Making recommendations on project budget or scope to the Executive Committee.
- 7.1.2 Steering Committee: This committee will offer their input and "steering" of the design decisions, on behalf of the various stakeholder groups in the City and San Mateo County. The Steering Committee will consist of stakeholders from city agencies, inclusionary developers, 100% affordable developers, leasing agents, and community-based organizations. Specific functions of the team include:
 - 7.1.2.1 Providing input on product features to the Core Project Team.
 - 7.1.2.2 Identifying and resolving impediments to project success.
 - 7.1.2.3 Testing new features of the Solution.
- 7.1.3 Executive Committee: This committee will review, provide input, and approve project direction, scope, schedule and budget decisions per the recommendations of the Core Project Team. The Executive Committee will consist of decision makers from both the City and San Mateo County, as well as project managers from both agencies. For the City, this will include the Deputy Director of Housing, Assistant Chief Information Officer, and the City Manager’s Office of Innovation. For the County of San Mateo, this will include: Deputy Director of Housing. Specific functions of the team include:
 - 7.1.3.1 Approving product scope documents.
 - 7.1.3.2 Making decisions on project budget or scope to the Executive Committee.

7.1.3.3 Making decisions regarding future project direction.

- 7.2 The Solution shall consist of two separate modules: 1) The Applicant Portal – which will enable prospective tenants to find and apply for affordable housing vacancies at one, virtual location; and 2) The Partners Portal which will allow affordable housing apartment managers to efficiently manage applications submitted via the Applicant Portal.
- 7.3 Seven (7) milestones each have deliverables that shall be completed by Contractor. Milestones 1 and 2 will focus on user outreach, requirements documentation, and bringing the City Portal up to the same functional level as the existing San Mateo Portal. Milestone 3 focuses on new features of the Applicant Portal. Milestone 3 includes an initial launch of the digital application for affordable housing, followed by a second launch of the digital application that will incorporate lessons learned from the first launch of the digital application. Milestone 4 will result in the launch of the Partners Portal in both the City and San Mateo.
- 7.4 The Contractor shall gather new requirement features based on feedback from applicants and project managers who have used the features provided by Milestones 3 and 4. Milestones 5 and 6 shall incorporate this feedback and Contractor shall launch the second version of the Applicant Portal (Milestone 5) and the Partners Portal (Milestone 6) to improve the user experience based on feedback. Milestone 7 provides additional user training and documentation to ensure the Solution will be easily used and maintained.
- 7.5 Milestone 1: To receive the City’s acceptance on Milestone 1, Contractor must have completed the following deliverables subject to City approval:
- 7.5.1 Deliverable 1.1 – Applicant Portal - Identify Listing for City of San José Launch of Digital Application
- 7.5.1.1 Activities: Contractor will work with the City to determine the affordable housing vacancy listing / listing type based on: (1) what units will be available during the launch of the digital application for affordable housing and (2); what type of housing is best positioned with the City to be the “pilot” affordable housing development to be used for the initial use of the application.
- 7.5.1.2 Completion of Deliverable: Contractor will have determined (subject to approval by City), which listing / type of listing Contractor will use for San José’s digital application initial (pilot) affordable housing vacancy listing.
- 7.5.2 Deliverable 1.2 – Applicant Portal - Digital Application Requirements Document
- 7.5.2.1 Activities: Contractor will produce a requirements document that will define how the digital application will need to be revised to accommodate the initial (pilot) affordable housing vacancy listing, to be launched in Milestone 3.2. In preparation for the digital application launch, Contractor will update the digital application with the City’s and San Mateo County-specific requirements that surface during user research.
- 7.5.2.2 Completion of Deliverable: Contractor will have developed a requirements document for the initial launch of the digital application for the pilot affordable housing vacancy listing.
- 7.5.3 Deliverable 1.3 - Applicant Portal - Product Backlog
- 7.5.3.1 Activities: Contractor will create an initial product backlog in collaboration with the project leads from the City and San Mateo County. The backlog will be a list of key opportunities to make the portal useful to applicants, developers, property managers, staff. The initial backlog created during this phase of work, will focus on the Applicant Portal, and will be continually updated throughout all remaining phases as new opportunities for system functionality are identified. The backlog will be continually reprioritized by mutual agreement between Contractor, San Mateo County, and the City.
- 7.5.3.2 Completion of Deliverable: Contractor will have refined an initial product backlog, a set of epics (a high-level requirement that can be broken down into smaller user stories in the future) and agreed criteria for prioritization covering the Applicant Portal.
- 7.6 Milestone 2: To receive the City’s acceptance on Milestone 2, Contractor must have completed the following deliverables subject to City approval:

- 7.6.1 Deliverable 2.1 Write-Up for City of San José - Specific Engineering Requirements
 - 7.6.1.1 Activities: Contractor's product and engineering teams will engage with the City's Information Technology and Housing Department staff to map out any City-specific engineering requirements, and to write up a brief outlining the scope of any City specific requirements. Contractor's product and engineering teams will work with City to identify City needs and policies that may necessitate City-specific system requirements, such as integration points, extract, transformation, and load (ETL) or application programming interfaces (API) transformation needs, City-specific security requirements, or City-specific data needs. All of these items will then be reviewed, assessed for scope and impact, and written up in a brief to be reviewed and approved by the Core Project Team. The purpose of the work in this Milestone is to confirm that City will not require any features, functionality, or system architecture, nor impose any integration, data, or security requirements that have not been required to date by the other regionally implementing jurisdictions. If there are any areas of City specific requirements that are uncovered in this Milestone, they will be documented in the brief.
 - 7.6.1.2 Completion of Deliverable: Contractor will have mapped out and provided a requirements write-up of City-specific engineering requirements for approval by City.
- 7.6.2 Deliverable 2.2 - Move City of San José to Regional Server
 - 7.6.2.1 Activities: Contractor will technically onboard City's system to the current San Mateo County and Alameda County system. San Mateo County and Alameda County have already agreed to use a common system (i.e. common back-end and closely lock-stepped front-ends), and Contractor will bring City into that system.
 - 7.6.2.2 Completion of Deliverable: Contractor will have transferred the City's system to the regional system. Contractor will provide verification to City that City's system (which to date has been live on its own server) is now hosted on the same server as the Alameda and San Mateo system.
- 7.6.3 Deliverable 2.3 - Partners Portal - Stakeholder Requirements
 - 7.6.3.1 Activities: Contractor will work closely with City and San Mateo County teams to schedule, design and facilitate a remote stakeholder workshop and/or user interviews focused on the Partners Portal. When the Core Project Team is deciding which property managers will attend workshops and which property managers Contractor will interview. An Contractor design researcher and/or product manager will lead the workshop, interviews, and/or observational research conducted in the scope of this Milestone. City and San Mateo County teams will put Contractor in contact with stakeholders / or make the introductions with new stakeholders that the teams would like to involve.
 - 7.6.3.2 Completion of Deliverable: Contractor will have run the remote Partners Portal workshop and/or user interviews with Partners Portal stakeholders. Contractor will have produced a report summarizing the requirements and opportunities, for approval by City and San Mateo County.
- 7.7 Milestone 3: To receive the City's acceptance on Milestone 3, Contractor must have completed the following deliverables subject to City approval:
 - 7.7.1 Deliverable 3.1 – Applicant Portal - Paper Version of Digital Application
 - 7.7.1.1 Activities: To ensure that applying to affordable housing remains accessible to all City residents - regardless of their access to technology or tech literacy – Contractor will work with City and San Mateo County to ensure that the new digital application is also available in paper format.
 - 7.7.1.2 Completion of Deliverable: Contractor will have created a paper format for the new digital application.
 - 7.7.2 Deliverable 3.2 - Applicant Portal - 1st Digital Application Launch
 - 7.7.2.1 Activities: Contractor will launch a critical piece of the Applicant Portal: The digital application to apply to affordable housing listings in the City.

7.7.2.2 Completion of Deliverable: Contractor will have built the system features to make possible the launch of the digital application. This feature will enable applicants to submit a digital, short-form application to the property manager of the pilot property in the City via the Applicant Portal. When launched, the Applicant Portal will contain the following features:

- Ability to submit electronic applications;
- Access instructional information in multiple languages, translation will be provided by City and/or San Mateo County;
- Ability to download paper applications in PDF and in different languages (Traditional Chinese, Spanish, Vietnamese) provided by the developer;
- Ability for applicants to Get notification / confirmation number of their application and account ID;
- Ability to create an account to come back to the application;
- Ability to flag basic application eligibility factors (age, veterans' status, etc.);
- Ability to receive applicants' responses to preference questions;
- Ability to receive optional demographics information and additional survey data;
- Ability to receive information on accessibility needs;
- Ability to timestamp applications submitted to cross-reference with marketing/communication pushes to determine efficacy of outreach;
- Ability to view referral links to the application; and
- Ability to get reports on aggregated demographics data and analytics to City and San Mateo County.
- Application and operating system logging in compliance with City's *Information and System Security Policy* and *Information Security Standard Handbook* and Exhibits F and F-1.

This Milestone will be marked complete as soon as these features are ready for launch, as tested and approved by City and San Mateo. Contractor will work with City to identify a property manager and affordable housing vacancy listing to launch this feature during Milestone 3. If City is unable to identify a developer and a listing that is ready for launch during Milestone 3, Contractor will launch the first listing during a later Milestone.

7.7.3 Deliverable 3.3 – Applicant Portal - Stakeholder Input for 2nd Version of Digital Application

7.7.3.1 Activities: After the initial digital application launch, Contractor will gather user feedback from developers, leasing agents, and applicants and will present this information to City and San Mateo County with recommendations. Based on the feedback and City and San Mateo's approval, Contractor will refine the digital application for the second launch of the digital application, with additional listing / listing types.

7.7.3.2 Completion of Deliverable: Contractor will have gathered and documented user feedback on the first launch of the digital application from developers, leasing agents, and applicants and will present this information to City and San Mateo County with recommendations. Contractor will refine the common application for the second pilot launch, with additional listing / listing types and document the requirements approval by the City and San Mateo County.

7.7.4 Deliverable 3.4 – Applicant Portal - Launch 2nd Version of Digital Application

7.7.4.1 Activities: Contractor will update the Digital application to apply to affordable housing listings, based on the feedback gathered from users from San José's first launch of the Digital application and San Mateo County's existing website. This information will be presented by Contractor to San José and San Mateo County with recommendations. Contractor will then launch a second application pilot with San José, and a first (in this scope of work) application pilot with San Mateo County.

7.7.4.2 Completion of Deliverable: Contractor will have launched a second Digital application pilot including changes based on user feedback approved by the City and San Mateo County.

7.8 Milestone 4: To receive the City's acceptance on Milestone 4, Contractor must have completed the following deliverables subject to City approval:

7.8.1 Deliverable 4.1 - Partners Portal – Launch of 1st Version

7.8.1.1 Activities: Contractor will develop, create, and launch the Partners Portal for property managers / developers / leasing agents per the requirements under Milestone deliverable 2.3. The Partners Portal will allow these stakeholders to access the rental applications to their listings submitted via the Applicant Portal and to export the rental applications they receive for their listing. Contractor will add functionality to the Partners Portal such as the ability to log in and manage listings.

7.8.1.2 Completion of Deliverable: Contractor will have built the platform and features required to launch the Partners Portal pilot on City and San Mateo County websites. At a minimum, the Partners Portal will contain the following features, in addition to any requirements determined and defined through Milestone 2.3:

- Ability to sign in with a user account;
- Multifactor authentication for user accounts with access to more than one record (i.e., everyone but applicants);
- Click-through agreement, subject to City’s review and approval, for user accounts with access to more than one record indicating compliance with privacy and disclosure policies;
- View digital applications (simple table view) with sortable applications table columns (limited filtering functionalities for example preferences sorting will come later);
- Export a spreadsheet with all the digital applications submitted for my listing;
- View single submitted application (short form);
- Enter a paper application (short form);
- Edit a paper application (short form);
- Initial version of the ability to flag duplicate applications;
- Receive analytics report from Contractor (from Google Analytics);
- Documented process to submit a Listing;
- Glossary on how to fill the listing fields;
- Edit listing in Google spreadsheet; and
- Data model decisions;

This Milestone will be marked complete as soon as these features are ready for launch, as tested and approved by City and San Mateo County.

7.8.2 Deliverable 4.2 - Partners Portal – Training

7.8.2.1 Activities: Contractor will conduct and/or record trainings for City and San Mateo County housing staff, including project managers, to ensure ability to utilize system. These trainings will be recorded and distributed as training material and may include functionality such as: How to login to the portal and basic navigation; How to add, edit, and publish listings in the portal; How to export applications that are received through the platform; How to properly test the system and effectively log detailed tickets to report bugs and issues during testing.

7.8.2.2 Completion of Deliverable: Contractor will have created tutorials / trainings for the Partners Portal and conducted trainings for City and San Mateo County staff as approved by the City and San Mateo County. Trainings will cover at least the following topics:

- How to add listings in the portal;
- How to edit listings in the portal;
- How to publish listings in the portal;
- How to view applicants that are received through the platform;
- How to enter paper applications; and
- How to export applications that are received through the platform

- 7.9 **Milestone 5 (City Only):** To receive City’s acceptance on Milestone 5, Contractor must have completed the following deliverables subject to City approval. Prior to initiation of any work under Milestone 5, milestone features, deliverables, timeline and costs, will be documented and approved by City via Exhibit A-3, Scope of Work Definition Form.
- 7.9.1 Deliverable 5.0 - Applicant Portal - Feature Enhancements
- 7.9.1.1 Activities: Contractor will develop improvements and enhancements to the Applicant Portal for City. Contractor will create a product brief that will include the context, goals, features, scope, and deliverables which will be summarized in Exhibit A-3, Scope of Work Definition Form for Milestone 5. Additional Applicant Portal features for Milestone 5 (to be further defined in Exhibit A-3, Scope of Work Definition Form prior to work performed by Contractor for Milestone 5), are summarized below:
- Applicant Accounts: Users are able to save their last application information;
 - Applicant Accounts: Users are able to use their saved information to apply for another housing opportunity;
 - Housing Notification and Subscription: Help the Housing Department configure a SaaS mailing list service (e.g., Mailchimp); enable users to subscribe to that mailing list via the affordable housing platform and/or integrate with affordable housing platform accounts; and
 - Housing Notification and Subscription: Applicants are notified for new housing opportunities;
- 7.9.1.2 Completion of Deliverable: Contractor will have added new features and enhancements into the Applicant Portal, as documented above, and as clarified or modified via an approved Exhibit A-3, Scope of Work Definition Form for Milestone 5 and tested as approved by City.
- 7.10 **Milestone 6 (City Only):** To receive City’s acceptance on Milestone 6, Contractor must have completed the following deliverables subject to City approval. Prior to initiation of any work under Milestone 6, milestone features, deliverables, timeline and costs, will be documented and approved by City via Exhibit A-3, Scope of Work Definition Form.
- 7.10.1 Deliverable 6.0 - Partners Portal - Feature Enhancements
- 7.10.1.1 Activities: In addition to the Partner Portal features launched in Milestone 4, Contractor will develop improvements and enhancements to the Partners Portal for City which will be included in a product brief that will include the context, goals, features, scope, and deliverables (to be further defined in Exhibit A-3, Scope of Work Definition Form for Milestone 6). Additional Partners Portal features, which will ensure the product is complete and effective for use by property managers, for Milestone 6 as defined in Exhibit A-3, Scope of Work Definition Form, are summarized below:
- Listing Management: Property managers are able to add affordable housing listings on the portal;
 - Listing Management: Property managers are able to edit affordable housing listings on the portal;
 - Application Management: Property managers are able to effectively receive and manage applications received through the online portal;
 - Application Management: Export to Excel for import into property management systems; and
 - Reports on applicant demographics;
- 7.10.1.2 Completion of Deliverable: Contractor will have added new features and enhancements into the Partners Portal, as documented above, and as further defined via an approved Exhibit A-3, Scope of Work Definition Form for Milestone 6 and tested as approved by City.
- 7.11 **Milestone 7 (City Only):** To receive the City’s acceptance on Milestone 7, Contractor must have completed the following deliverables subject to City approval. Prior to initiation of any work under Milestone 7, milestone features, deliverables, timeline and costs, will be documented and approved by City via Exhibit A-3, Scope of Work Definition Form.
- 7.11.1 Deliverable 7.1 - On-Going Listing Support
- 7.11.1.1 Activities: Throughout the duration of this project, Contractor will support the City in launching new listings as they become available and onboarding the respective partners, as described in Contractor’s proposal and subsequent BAFO responses.

7.11.1.2 Completion of Deliverable: Contractor will have provided ongoing listings support. This will entail up to one new affordable housing vacancy listings per agency per month (for discussion) provided properties ready for listings can be identified by the City.

7.11.2 Deliverable 7.2 - Documentation and Training

7.11.2.1 Activities: Contractor will have provided documentation and training to City Housing Staff. Training will include at least the following topics:

- How to login to the portal and basic navigation;
- How to properly test the system;
- How to effectively log detailed tickets to report bugs and issues; and
- Who to contact regarding expected issues a developer or applicant may encounter while using the Solution.
- Notes and recordings from the trainings will be made and resulting documentation will cover at least these same topics.

7.11.2.2 Completion of Deliverable: Contractor will have provided documentation and training as defined in the Exhibit A-3, Scope of Work Definition Form prior to initiation of work on Milestone 7.

8 CONTRACTOR'S ONGOING SERVICES

8.1 Maintenance

Contractor will maintain City and San Mateo County's affordable housing portal listing sites. Given that Contractor is building upon a live product, Contractor's site maintenance efforts will begin running concurrently with the project commencement. The maintenance efforts will begin on the Effective Date. In addition to maintaining the current site, Contractor's team will immediately begin foundational engineering work for new feature development at the same time. Contractor will continue to improve the technical infrastructure to support a development process that supports rapid development, continuous integration, and frequent releases based on stakeholder feedback.

8.1.1 Website Maintenance: Contractor's engineering team will work on bug fixes and ensure that the platform is running as it is intended. Contractor's product manager will be focused on documentation and knowledge transfer, making sure everything is in place for a potential hand-off to a future maintenance entity.

8.1.2 Maintenance Activities: Contractor will provide maintenance for the San Mateo County and City sites during the Initial Term. Contractor will continue to provide the following Ongoing Services until the end of the Initial Term:

8.1.2.1 Listing site maintenance

8.1.2.2 Technical support and hosting

8.1.2.3 Site maintenance

8.1.2.4 Product management

8.2 Web Site Hosting

8.2.1 Contractor will host City and San Mateo County's affordable housing portals for the Initial Term of this project.

8.2.2 Contractor shall utilize a web hosting platform that meets the City's requirements for PII protection as further detailed in City's *Information and System Security Policy* and *Information Security Standard Handbook* and Exhibits F and F-1. Contractor represents that it intends to use Heroku's Common Runtime.

8.3 Product Management

While actively working on Milestones 1 – 7, Contractor will maintain the product roadmap, prepare features for efficient engineering, project manage the software development process, test new features, and share updates and learnings.

8.4 Feature Design/Development

While actively working on Milestones 1 – 7, as Contractor makes updates to the affordable housing portal with new features, Contractor's design team will be iteratively researching, designing and testing features with applicants, developers and City and San Mateo County representatives. Contractor will take an iterative and user focused approach to Contractor's design philosophy. In addition, Contractor will be maintaining and refining Contractor's component-based design library, so the platform is built on a modular and cohesive design pattern.

8.5 Engaging and Coordinating with the Core Project Team

Contractor will engage and support the Core Project Team to make day to day product decisions and coordinate program operations such as stakeholder engagement and communications.

8.6 Engaging and Coordinating with the Steering Committee

Contractor will engage and support the Steering Committee and their involvement throughout the course of the project. The Steering Committee will meet to review progress, recommend priorities for future enhancements, resolve stakeholder issues, and help to remove impediments to success that are raised by the Core Project Team.

8.7 Ongoing Stakeholder Mapping and Engagement

The objective of stakeholder mapping is to (1) identify the invested stakeholders in the larger landscape of the affordable housing application process and (2) determine how their needs overlap or diverge. Contractor will continually update the stakeholder map to focus on the application process. This process will highlight how the relationships and needs evolve during the application process once it involves the transaction of personal information.

8.8 Ongoing Communication and Meeting

Contractor will set up communication tools for new team members and refine meeting cadence as necessary. Contractor uses traditional communication channels such as emails and voice calls as well as more modern tools such as Zoom video conference and Slack collaboration tools. Contractor's tools and communication channels have proven to be successful in collaborating with the City and San Mateo County teams and affordable housing stakeholders in Phase 1. During the project kickoff, Contractor will review those communication touch points as well as Contractor's meeting cadences, and Contractor will refine them as necessary, subject to approval by the City.

9 PROJECT STAFF

9.1 City’s Project Manager

Dhruv Hemmady	Phone No.: 952-201-9322
Information Technology Department	E-mail: dhruv.hemadyf@sanjoseca.gov
Address: 200 E Santa Clara St, San Jose CA 95113	

9.2 Contractor’s Project Manager and Other Staffing

Identified below are the Contractor’s project manager and subcontractor(s) and/or employee(s) of the Contractor who will be principally responsible for delivering the work set forth in this Scope of Services.

Contractor’s Project Manager	
Antonella Guidoccio	Phone No.: 415-992-7251 x240
548 Market St PMB 59930 San Francisco, CA 94104-5401	E-mail: antonella.guidoccio@exygy.com
Other Staffing	
Name	Assignment
1. Zachary Berke	Account Manager
2. Roshen Sethna	Partner

**EXHIBIT A-2
PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE**

Implementation of this project will proceed in accordance with the Preliminary Project Implementation Schedule set forth below in Table A1, except as may be modified into a Final Project Implementation Schedule that is approved by the City during project initiation, and shall reflect tasks in the appropriate order with estimated dates and based on elapsed time as approved by the City. The Final Project Implementation Schedule will become the governing project schedule incorporated into the Agreement. The Project Implementation Schedule is based upon work being accomplished Monday through Friday during normal business hours (defined as 8:00am to 5:00pm Pacific Time), with the exception of City holidays.

Table A1: Preliminary Project Implementation Schedule

<u>Milestone</u>	<u>Start Date</u>	<u>End Date</u>
Milestone 1	April 1, 2021	June 30, 2021
Deliverable 1.1 – Applicant Portal - Identify Listing for San José Launch of Digital Application		
Deliverable 1.2 – Applicant Portal - Digital Application Requirements Document		
Deliverable 1.3 - Applicant Portal - Product Backlog		
Milestone 2	July 1, 2021	Sept 30, 2021
Deliverable 2.1 - Write-Up for San José-specific engineering requirements		
Deliverable 2.2 - Move San José to Regional Server		
Deliverable 2.3 - Partners Portal - Stakeholder Requirements		
Milestone 3	Oct 1, 2021	Dec 31, 2021
Deliverable 3.1 – Applicant Portal - Paper Version of Digital Application		
Deliverable 3.2 - Applicant Portal - 1st Digital Application Launch		
Deliverable 3.3 – Applicant Portal - Stakeholder Input for 2nd Version of Digital Application		
Deliverable 3.4 – Applicant Portal - Launch 2nd Version of Digital Application		
Milestone 4	Jan 1, 2022	Mar 31, 2022
Deliverable 4.1 - Partners Portal – Launch of 1st Version		
Deliverable 4.2 - Partners Portal - Training		
Milestone 5	April 1, 2022	Jun 30, 2022
Deliverable 5.0 - Applicant Portal - Feature Enhancements		
Milestone 6	July 1, 2022	Sep 30, 2022
Deliverable 6.0 - Partners Portal - Feature Enhancements		
Milestone 7	Oct 1, 2022	Nov 30, 2022
Deliverable 7.1 - On-Going Listing Support		
Deliverable 7.2 - Documentation and Training		
Final Acceptance		Dec 1, 2022

**EXHIBIT A-3
SCOPE OF WORK DEFINITION FORM**

The attached form will be used by the City and Contractor to document the scope of work and payment terms for Milestones 5 through 7 of the Agreement, prior to the City’s designated Project Manager issuing a notice to proceed to Contractor for any work pertaining to Milestones 5 through 7.

Milestone # _____

Start Date _____ Estimated Completion Date _____

Scope of Work (Description of Contractor activities):

Milestone Deliverables (Description of specific deliverables for completion of milestone):

City of San José (“City”)

Exygy, Inc. (“Contractor”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A-4
FINAL SOLUTION ACCEPTANCE CERTIFICATE**

After the City is satisfied with all test results and resolutions, the City’s designated Project Manager will initiate and execute the Final Solution Acceptance Certificate.

FINAL SOLUTION ACCEPTANCE CERTIFICATE

Customer Name: City of San José (“City”)

Project Name: Affordable Housing Portal

This Final Solution Acceptance Certificate memorializes the occurrence of Final Solution Acceptance.

Contractor and the City acknowledge that:

1. Contractor has delivered the Solution, Software, Services, and documentation promised under this Agreement.
2. The Solution is accepted, and all punch list items generated during testing have been complete.
3. By acknowledging the Final Acceptance of the Solution, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

City of San José (“City”)

Exygy, Inc. (“Contractor”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B COMPENSATION

1 COMPENSATION AND PAYMENT TERMS

- 1.1 The maximum amount payable for all products and services provided under this Agreement shall not exceed **Two Million Fifty-Three Thousand Four Hundred Sixteen Dollars (\$2,053,416)** during the Initial Term. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.
- 1.2 Milestone payments shall be made to Contractor by City based on net thirty (30) days payment terms, as shown below in Table B1: Payment Schedule. All Milestone payments are based upon City's acceptances of Contractor's performance as evidenced by successful completion of all the deliverables as set forth for each milestone. City shall have no obligation to make Milestone payments unless Contractor has successfully completed and City has approved the Milestone for which payment is due.
- 1.3 Payment for any deliverable under this Agreement, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect each deliverable and reject upon notification to Contractor any that do not conform to the specifications or other requirements of this Agreement. Rejected deliverables shall be promptly corrected, repaired, or replaced by Contractor. If City receives deliverables with defects or nonconformities not reasonably apparent on inspection, the City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

2 PROJECT PERFORMANCE AND PAYMENT SCHEDULE

- 2.1 Work shall commence within two weeks of Agreement execution. All timeline dates are understood to be close of business, 5:00 pm Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.
- 2.2 Compensation and payments shall be made to Contractor by City based on Net Thirty (30) days payment terms.
- 2.3 Implementation Invoicing Procedure: Contractor will invoice the City upon completion of each milestone, and for Ongoing Services, but not more frequently than monthly. Contractor shall invoice City in accordance with the Payment Schedule in Table B1 below:
- 2.4 Ongoing Services Invoicing Procedure: Contractor shall invoice the City for applicable ongoing services including subscription, technical support, maintenance, and hosting fees in accordance with the Payment Schedule in Table B2 below. Ongoing services shall be provided by Contractor for the entire Initial Term of the Agreement.
 - 2.4.1 If Contractor is unable to complete the milestone(s) in accordance with (a) the project timeline identified in Exhibit A-2, Preliminary Project Implementation Schedule, or (b) a mutually agreed modified Project Implementation Schedule, and such failure to complete the milestone is due solely to Contractor's performance (and not due to City's performance or external partner's performance as described in Section 5 of the Agreement), City reserves the right to withhold ongoing services payments pending Contractor's completion of the milestone(s). If City withholds any ongoing services payments, then City will immediately remit payment for all withheld payments as soon as Contractor can demonstrate that the incomplete milestone has been completed to the satisfaction of City.
- 2.5 The City agrees to compensate Contractor for the Services performed and the Software and software customizations provided in accordance with the terms and conditions of this Agreement.

Table B1: Milestone Payment Schedule (Initial 2-Year Term)

Milestone*	Deliverable(s)	Estimated Completion Date	Cost
1	Applicant Portal (Listing, Requirements, Backlog)	6/30/21	\$80,000
2	Engineering Requirements, Server Move, Stakeholder Requirements	9/30/21	90,000
3	Applicant Portal (Paper Version, 1 st & 2 nd Digital Application, Stakeholder Input)	12/31/21	48,000
4	Partners Portal Launch and Training	3/31/22	167,000
5	Applicant Portal Feature Enhancements	6/30/22	70,000
6	Partners Portal Feature Enhancements**	9/30/22	55,000
7	Ongoing Listing Support, Documentation & Training	11/30/22	48,104
8	Go Live & Final Acceptance ¹	12/1/22	129,000
MAXIMUM COMPENSATION (INITIAL 2-YEAR TERM)			\$687,104

*Contractor shall obtain a written notice to proceed for each milestone before proceeding to the next milestone.

**Concludes Contractor delivery of the Software and software customizations. Acceptance by the City will trigger the Software and software customization Warranty Period as defined in Section 12.4 of the Agreement.

Table B2: Ongoing Services Payment Schedule (Initial 2-Year Term)

Payment	Deliverable(s)	Estimated Completion Date	Cost
1	Ongoing Services Including:	4/1/21	\$73,036
2		5/1/21	73,036
3	- Maintenance & Technical Support	6/1/21	73,036
4		7/1/21	73,036
5	- Hosting	8/1/21	73,036
6		9/1/21	73,036
7	- Stakeholder Facilitation and Product Management	10/1/21	73,036
8		11/1/21	73,036
9	- Feature Design and Development	12/1/22	73,036
10		1/1/22	73,036
11		2/1/22	73,036
12		3/1/22	73,036
13		4/1/22	61,235
14		5/1/22	61,235
15		6/1/22	61,235
16		7/1/22	61,235
17		8/1/22	61,235
18		9/1/22	61,235
19		10/1/22	61,235
20		11/1/22	61,235
MAXIMUM COMPENSATION (INITIAL 2-YEAR TERM)			\$1,366,312

Table B3: Price List

One-Time Implementation Costs	Initial Term (Year 1)	Initial Term (Year 2)	Option 1 (Year 3)	Option 2 (Year 4)	Option 3 (Year 5)	Option 4 (Year 6)	Option 5 (Year 7)	Total Not to Exceed
1. Applicant Portal (Listing, Requirements, Backlog)	\$80,000							\$80,000
2. Engineering Requirements, Server Move, Stakeholder Requirements	90,000							90,000
3. Applicant Portal (Paper Version, 1st & 2nd Digital Application, Stakeholder Input)	48,000							48,000
4. Partners Portal Launch and Training	167,000							167,000
5. Applicant Portal Feature Enhancements		\$70,000						70,000
6. Partners Portal Feature Enhancements		55,000						55,000
7. Ongoing Listing Support, Documentation & Training		48,104						48,104
8. Go Live & Final Acceptance ¹		129,000						129,000
Subtotal Implementation	\$385,000	\$302,104						\$687,104
Ongoing Costs	Initial Term (Year 1)	Initial Term (Year 2)	Option 1 (Year 3)	Option 2 (Year 4)	Option 3 (Year 5)	Option 4 (Year 6)	Option 5 (Year 7)	Total Not to Exceed
9. Maintenance and Technical Support	\$137,500	\$137,500	\$110,000	\$104,500	\$99,000	\$93,500	\$88,000	\$770,000
10. Hosting	6,930	6,930	6,930	6,930	6,930	6,930	6,930	48,510
11. Stakeholder Facilitation and Product Management	160,000	60,000	60,000	60,000	60,000	60,000	60,000	520,000
12. Feature Design and Development	572,000	285,452	65,000	65,000	65,000	65,000	65,000	1,182,452
Subtotal Ongoing	\$876,430	\$489,882	\$241,930	\$236,430	\$230,930	\$225,430	\$219,930	\$2,520,962
MAXIMUM COMPENSATION NOT TO EXCEED	\$1,261,430	\$791,986	\$241,930	\$236,430	\$230,930	\$225,430	\$219,930	\$3,208,066

All amounts stated above are in United States Currency.

¹ The signed Final Solution Acceptance Certificate (Exhibit A-4) triggers payment of the retainer.

3 RENEWAL PERIOD COMPENSATION

- 3.1 After the Initial Term, the City reserves the right to extend the term of this Agreement pursuant to Section 2.2 (“Options to Extend”) at the same rates as the Initial Term unless otherwise requested and agreed to in writing by the Parties.
- 3.2 Price Renegotiation: Costs for ongoing services shall not exceed the Price List as defined in Table B3 above. Contractor may request adjustments to compensation rates as defined in Section 4, Additional Services, sixty (60) days prior to an option term. Contractor shall provide information justifying reasons for any increase, and City shall not unreasonably withhold approval of any increase provided the renewal quote for ongoing services does not increase by more than the Producer Price Index (PPI) final demand - WPUFD4 (<https://data.bls.gov/cgi-bin/surveymost?wp>) and does not exceed 3% over the previous year’s rates, or unless otherwise negotiated.

3.3 City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current term. The City’s Director of Finance or designee is authorized to exercise options on behalf of the City.

4 ADDITIONAL SERVICES

4.1 In the event the City requires additional services, Contractor shall provide a written quotation, at no cost to the City, of the type of Additional Service requested and the time required to complete the requested work.

4.2 Supplemental professional service rates shall not exceed the following:

Additional Services	Hourly Rate
Project Management	\$257.00
Integration Services	\$288.00
Custom Feature Development	\$190.00
Training	\$257.00
Custom Report Writing	\$179.00
Design Research and UX Design	\$277.00
Transition Management	\$190.00

4.3 The City reserves the right to request a fixed priced quote in lieu of time and materials. Any fixed price quotes shall be consistent with or less than the agreed-upon additional service rates in Section 4.2 above and must be good for at least ninety (90) days.

4.4 Quotes must be approved by the City through an executed Change Order prior to any work being performed.

5 OPTIONAL SERVICES

5.1 In the event the City elects to request any of the following Optional Services they will be provided at the costs not to exceed the following:

Optional Services Costs	Unit of Measure	Initial Term (Year 1)	Initial Term (Year 2)	Option 1 (Year 3)	Option 2 (Year 4)	Option 3 (Year 5)	Option 4 (Year 6)	Option 5 (Year 7)
1. Posting of Additional Listings	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2. Homeownership (BMR) Listings	Bay Area Jurisdictions	\$0	\$450,000	\$350,000	\$200,000	\$0	\$0	\$0
3. Adding Phase 2 Functionality for an Additional Jurisdiction on a New Website/URL Specific to that Agency.	Bay Area Jurisdictions	\$0	\$0	\$375,000	\$350,000	\$300,000	\$250,000	\$195,000
4. Housing Authorities Implementation	Bay Area Housing Authorities	\$300,000	\$500,000	\$500,000	\$750,000	\$750,000	\$0.00	\$0.00
5. Other Cities or Counties Over 200k Residents	City or County	\$850,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
6. Other Cities or Counties Under 200k Residents	City or County	\$350,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000

5.2 Any fixed price quotes shall be consistent with or less than the agreed-upon additional service rates in Section 4.2 above and must be good for at least ninety (90) days.

5.3 Quotes must be approved by the City through an executed Change Order prior to any work being performed.

**EXHIBIT C
INSURANCE REQUIREMENTS**

Contractor, at Contractor’s sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors or suppliers.

1 MINIMUM SCOPE AND LIMIT OF INSURANCE

There shall be no endorsements reducing the scope of coverage required below unless approved by the City’s Risk Manager.

Type of Insurance	Minimum Limit
<p>Commercial General Liability</p> <p>The coverage provided by Insurance Services Office “occurrence” form CG 0001, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations.</p>	<p>\$2,000,000 per occurrence for bodily injury, personal injury and property damage or \$4,000,000 annual aggregate.</p>
<p>Automobile Liability</p> <p>The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.</p>	<p>\$1,000,000 combined single limit per accident for bodily injury and property damage.</p>
<p>Workers’ Compensation and Employer Liability</p> <p>As required by the Labor Code of the State of California.</p>	<p>Workers' Compensation – Statutory.</p> <p>Employer’s Liability – Not less than \$1,000,000 per Accident and \$1,000,000 per Employee \$1,000,000 per Disease.</p>
<p>Cyber & Technology Errors & Omissions</p> <p>Cyber & Technology Errors & Omissions Technology/Professional Liability insurance and data protection liability insurance covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering services provided under this agreement as well as all Vendor costs, including damages it is obligated to pay Client or any third party, which are associated with any Security Breach (as hereafter defined) or loss of Personal Data, regardless of cause (including, without limitation, Vendor negligence or gross negligence and unlawful third party acts). Costs to be covered by this insurance policy shall include without limitation: (a) costs to notify individuals whose Personal Data was lost or compromised; (b) costs to provide credit monitoring and credit restoration services to individuals whose Personal Data was lost or compromised; (c) costs associated with third party claims arising from the Security Breach or loss of Personal Data, including</p>	<p>Not less than \$5,000,000 each occurrence.</p>

<p>litigation costs and settlement costs; and (d) any investigation, enforcement or similar miscellaneous costs. For the purposes of this Section, "Security Breach" means (1) the failure by the Vendor to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by the Vendor of: (a) Personal Data in any format or (b) third party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (2) an unintentional violation of the Vendor's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any other act, error, or omission by Vendor in its capacity as such which is reasonably likely to result in the unauthorized disclosure of Personal Data.</p> <p>This may be met through a standalone policy or included as a component in a Commercial General Liability Policy only if the higher limits are available to pay for losses.</p>	
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2 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to, and approved by, the City’s Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City’s Risk Manager.

3 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

3.1 General Liability and Automobile Liability Coverages

- 3.1.1 The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.
- 3.1.2 Contractor’s insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of Contractor’s insurance and shall not contribute with it.
- 3.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.
- 3.1.4 Coverage shall state that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- 3.1.5 Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.

3.2 Workers’ Compensation and Employers Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.

3.3 All coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

4 ACCEPTABILITY OF INSURANCE

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

5 VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San Jose, CA 95113-1905

6 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	
DATE:	

Pursuant to Section ____ of the Agreement referenced above, the City of San José hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
-------------------	--

OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ____ of the Agreement the Rates of Compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for Option Term:	
---------------------------------------	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the maximum compensation set forth above for Contractor’s services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San José hereby certifies that an unexpended appropriation and funds are available for the option term specified above.

<p>CITY OF SAN JOSE a municipal corporation</p> <p>By _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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EXHIBIT F INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS

The requirements below define the City's Information Technology and Security Requirements as they pertain to this Agreement. Contractor shall comply with the following requirements in providing all Information Technology-related software, services, and equipment.

1 PRIVACY AND DISCLOSURE

- 1.1 Contractor agrees in the performance of services to comply with City's Privacy and Disclosure Policy, [Exhibit F-1]. Contractor shall ensure that all webpages that it creates are consistent with the Policy. Contractor further agrees that it shall treat all information received through the performance of this Agreement in strict accordance with the Policy.
- 1.2 Personal identifying information, financial account information, and restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to prevent unauthorized access. At a minimum, Contractor shall encrypt and password-protect electronic files, store and process City data only in North America, and adhere to the City of San José Information Security Standards Handbook.

2 WARRANTY FOR SOFTWARE

Contractor warrants the Software and software customizations for 180 days from the date of City's acceptance in accordance with the provisions of Section 3 of this exhibit, below ("Operability").

3 OPERABILITY

Contractor warrants that the Software and any customizations will be delivered to the City malware free and does not contain any timers, counters, or preprogrammed devices that will cause the Software to become erased, inoperable, or incapable of processing in the manner as documented.

4 UPGRADES

While actively engaged in Agreement with the City, Contractor agrees to maintain the Software to operate as specified in the Agreement.

5 CONFIDENTIAL INFORMATION

5.1 Confidentiality

All data and information generated, collected, developed, discovered, or otherwise saved in the System exclusively for the City (collectively the "Data") by the Contractor in the performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City or as required by law.

5.2 Ownership of Materials

City and Contractor agree that Contractor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information, and data solely conceived or developed by Contractor in the performance of the project, and developed using Contractor's facilities or personnel. City and Contractor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information, and data solely conceived or developed by City's facilities or personnel. Technology that is jointly developed using both City and Contractor personnel and facilities shall be jointly owned. City acknowledges that Contractor owned materials and jointly owned materials may be reused by Contractor and may be published under an Open Source license.

5.3 Ownership of Data

The City shall maintain ownership and control of the Data throughout the Agreement period and in perpetuity. Contractor shall have the right to use the Data solely to perform Services under this Agreement with the City. Contractor may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the Scope of this Agreement without the express written consent of the City. Contractor shall provide City

with a copy of the Data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

5.4 Security

Contractor shall maintain effective controls and security to protect the Data, including working with hosting and platform providers that conduct regular backups to a redundant data storage location, and by working with hosting and platform providers that offer redundant power, internet, site redundancy, and emergency recovery procedures.

5.5 Copies of Data / Exit Strategy

Upon request of the City or in the event this Agreement is terminated, Contractor shall work with the City to ensure a smooth transition of all Data and Software to the City's new environment, including, but not limited to, providing the City with a copy of current source code, support materials, and sufficient time to effect the transition. City agrees to only use such code and materials to support the City's use of the Software. Additionally, upon request by the City and at no additional cost, Contractor shall provide City with a database export of the Data in a format acceptable to the City. At the termination of this Agreement, all Data at the Contractor's (or Contractor's subcontractor's) facilities shall be purged when the City confirms that it has received a satisfactory copy of the Data. Contractor shall provide written verification to the City once all City Data has been purged. All City Data provided to Contractor for the performance of the services specified herein is owned by the City and must be returned to the City upon contract termination.

5.6 Enforcement

The City and Contractor agree that damages are not adequate and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of the provisions of this Agreement. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Agreement.

6 SECURITY REQUIREMENTS

6.1 Privileged Information

Contractor shall provide any and all information systems security findings and recommendations under privileged access, or a similar level of protection, in order to guard against revealing potential security issues that put the City, citizens, and businesses at risk.

6.2 Secure Transmission

Contractor shall provide any and all information systems security findings, recommendations, and work materials via a secure file transfer method accessible by the City.

6.3 Secure Access

Contractor shall have all equipment, materials, and support necessary to remotely connect to the City servers and computers via a secure connection per City access protocols. The City will provide secure VPN access into the network to the Contractor as required. On-site access will also be provided as needed and as mutually agreed by the parties.

6.4 Security Policy and Standards

Contractor shall adhere to the City's *Information and System Security Policy* and *Information Security Standard Handbook* or any other similar standard such as NIST SP800-53, ISO 27005, CIS, or COBIT, in providing the services.

6.5 Security Controls

Contractor shall implement security controls in accordance with the City's Security Policy and Standards or any other acceptable standard to assess any solution prior to first release or release of any major improvement or enhancement. At the City's request Contractor's solution may be audited by a third party and results shall be shared with City along with recommendations for mitigation of any identified risks. Audit will be conducted at City's expense, and City may choose to employ either the services of third-party auditors with whom City has existing relationship or another third-party auditor.

6.6 Limited Access

If necessary for the fulfillment of the Agreement, City may provide Contractor with non-exclusive, limited access to the City's information technology infrastructure. Contractor shall abide by all City policies, standards, regulations, and restrictions regarding access and usage of City's information and communication technology resources. Contractor shall enforce all such policies, standards, regulations, and restrictions with all Contractor's employees, agents, and any tier of subcontractor granted access in the performance of this Agreement and shall only grant such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

6.7 Compromised Security

In the event that Data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the City immediately. Contractor agrees to reimburse the City for any costs it incurs to resolve potential breaches incurred due to the Contractor's gross negligence, including, where applicable, the cost of assisting individuals who may be impacted by the Contractor's breach.

6.8 Incident Response

Contractor shall develop and maintain an incident response plan for providing notification, containing, eradicating, and recovering from a significant incident that impacts the operations of the solution.

6.9 Contingency Planning

Contractor shall develop and maintain a contingency plan for providing resiliency and redundancy to the solution.

EXHIBIT F-1 PRIVACY AND DISCLOSURE POLICY

The purpose of this statement is to define the City of San José's policy with regard to the collection and use of personally identifiable information (PII). PII is any information relating to an identified or identifiable individual who is the subject of the information. Users of City systems should be informed of the following:

The City of San José collects two kinds of customer information: (1) anonymous and (2) personally identifiable information (PII).

1 ANONYMOUS INFORMATION

- 1.1 This type of information does not identify specific individuals and is automatically transmitted. This information consists of:
 - 1.1.1 The URL (Uniform Resource Locator or address) of the web page user previously visited.
 - 1.1.2 The domain names and/or IP addresses which are numbers that are automatically assigned to City computers whenever users are connected to the Internet or World Wide Web.
 - 1.1.3 The browser version users are using to access the site.
- 1.2 This information is used to help improve the City's systems. None of the information can be linked to an individual.

2 PERSONALLY IDENTIFIABLE INFORMATION (PII)

- 2.1 This type of information could include name, address, email address, telephone number, or credit/debit card information. The City will make every reasonable effort to protect City privacy. It restricts access to City personal identifiable information to those employees who will respond to City request. The City does not intentionally disclose any personal information about Contractor customers to any third parties or outside the City except as required by law or by the consent of the person providing the information.
- 2.2 The City only collects personally identifiable information that is required to provide service. User can decline to provide us with any personal information. However, if user should choose to withhold requested information, the City may not be able to provide user with the online services dependent upon the collection of that information.

3 ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION

Access to personally identifiable information in public records at local levels of government in San José is controlled primarily by the California Public Records Act (Government Code Section 6250, et. seq.). Information that is generally available under the Public Records Act may be posted for electronic access through the City's Web Site. While the Public Records Act sets the general policies for access to City records, other sections of the California code as well as federal laws also deal with confidentiality issues.

4 EMAIL ADDRESSES

Email addresses obtained by the City will not be sold or given to other private companies for marketing purposes. The information collected is subject to the access and confidentiality provisions of the Public Records Act, other applicable sections of the California code as well as Federal laws. Email or other information requests sent to the City may be maintained in order to respond to the request, forward that request to the appropriate City within the City, communicate updates to the City page that may be of interest to citizens, or to provide the City staff with valuable customer feedback to assist in improving the site. Individuals can cancel any communications regarding new service updates at any time.

5 USE OF "COOKIES"

Some City applications use "cookies". A cookie is a small data file that certain web sites write to City hard drive when user visit them. A cookie file can contain information such as a user id that the site uses to track the pages user have visited. But the only personal information a cookie can contain is information supplied by user. A cookie is only a text file and cannot read data off user's hard disk or read cookie files created by other sites. Cookies can track user traffic patterns, recognize users computer's

browser when user return, and could provide personalized content without requiring sign-in. User can refuse cookies by turning them off in user browser. However, they may be required to use some of the web applications on the City’s Web Site.

6 SECURITY

The City of San José is committed to data security and the data quality of personally identifiable information that is either available from or collected by City’s systems and has taken reasonable precautions to protect such information from loss, misuse, or alteration.

7 CONTRACTUAL SERVICES FOR THE CITY’S SYSTEMS

To ensure that contractors who have access to or provide contractual services for the City are not allowed to re-sell or in any way share or convey to another party or use it for another purpose any information that they may have access to in the course of doing business for the City; all City contracts regarding such services should contain a requirement that the Contractor must comply with the City’s IT and Security Policies, to include PII and any other sensitive data.

8 ELECTRONIC SIGNATURES AND PAYMENTS

The City of San José is committed to data security and the data quality of personally identifiable information that is either available from or collected by Contractor web site and has taken reasonable precautions to protect such information from loss, misuse, or alteration. When a City application accepts credit cards or any other particularly sensitive information for any of its services, it encrypts all ordering information, such as the customer's name and credit card number, in order to protect its confidentiality.

9 DISCLAIMER

9.1 City systems should contain a disclaimer substantially containing the following information:

- 9.1.1 The City of San José is neither responsible nor liable for any delays, inaccuracies, errors, or omissions arising out of user’s use of City systems or with respect to the material contained, including without limitation, any material posted on the Site nor for any viruses or other contamination of user’s system. City systems and all materials contained on it are distributed and transmitted “as is” without warranties of any kind, either express or implied, including without limitations, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The City of San José is not responsible for any special, indirect, incidental, or consequential damages that may arise from the use of, or the inability to use, the City systems and/or the materials contained on the City systems whether the materials contained on the City systems are provided by the City of San José or a third party. The City of San José is neither responsible nor liable for any viruses or other contamination of user’s system.
- 9.1.2 Access to Information: Unless otherwise prohibited by state or federal law, rule or regulation, user will be granted the ability to access and correct any personally identifiable information. The City will take reasonable steps to verify user’s identity before granting such access. Each City service that collects personally identifiable information will allow or review and update of that information.
- 9.1.3 Non-City Systems: Non-City systems may be linked through City systems. Many Non-City systems may or may not be subject to the Public Records Act and may or may not be subject to other sections of the California code or federal law. Visitors to such sites are advised to check the privacy statements of such sites and to be cautious about providing personally identifiable information without a clear understanding of how the information will be used.
- 9.1.4 The City is not responsible for, and accepts no liability for, the availability of these outside resources. Linked systems are not under the control of, nor maintained by, the City, and the City is not responsible for the content of these systems, which can and do change frequently. In addition, inclusion of the linked systems does not constitute an endorsement or promotion by the City of any persons or organizations sponsoring the linked systems.

Affordable Housing Portal Agreement

Final Audit Report

2021-04-02

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