

# **EXHIBIT A**

## **Scope of Services/Payment Provisions**

**To Agreement by and between  
County Administrative Office – Intergovernmental and Legislative Affairs,  
hereinafter referred to as “County”**

**AND**

**CITY DATA SERVICES, LLC, hereinafter referred to as “SERVICE PROVIDER”**

### **A. SCOPE OF SERVICES**

**A.1 SERVICE PROVIDER** shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**City Data Services proposes to provide the following system features for the following modules:**

- 1. Single Family Housing Loan Management**
- 2. Multi-family Housing Management, including Monitoring/Compliance**
- 3. SpectR© HQS and HOME Onsite Monitoring/ Compliance**

### **System Environment Interface**

Develop customized forms for housing data management including but not limited to: applications for assistance, reports, contracts, fiscal management forms, monitoring forms, compliance forms and data assessment forms (i.e., spreadsheets and reports) (“Deliverables”) within the Service Provider’s proprietary system environment;

- Ability to enter, display and summarize individual project/program report information;
- Ability to enter, display and summarize individual project/program contract information;
- Ability to enter, display and summarize individual project/program compliance information;
- Ability to enter, display and summarize individual project/program expense information;
- Ability to enter, display and summarize individual project/program compensation information;
- Ability to enter, display and summarize individual project/program monitoring information;
- Ability to enter, display and summarize individual project/program administration information; and
- Ability to enter, display and summarize individual project/program assessment information.

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#### **System Maintenance**

Ability to enter, store, display, and summarize applications, reports and fiscal information to assist with management of Housing services, activities and compliance;

- Ability to store, display, and summarize individual program/project administration information;
- Ability to store, display, and summarize individual program contract information;
- Ability to enter, store, display, and summarize compliance information;
- Ability to transmit sub-recipient report information into HUD's reporting system, IDIS, as needed;
- Maintain all database and report elements created under this development proposal for term of contract;
- Modify database as needed to add or remove fields, or improve presentation of data;
- Modify existing reports as needed to meet County of Monterey's requirements;
- Promptly respond to customer service requests from County of Monterey and their clients throughout term of contract and
- Promptly respond to request for assistance, training, or database repair.

Specifically, as described in RFP 10649, Section 5:

#### **5.2 PROPERTY MANAGEMENT**

5.2.1 Track property ownership from original developers through all subsequent owners

5.2.2 Store documents related to the County's interest in the property, e.g. Deeds of Trust, Loan Documents, Agreements, etc.

5.2.3 Track County financial interest in properties including, but not limited to, the original source of County funding, grant number/s, amounts, loan committee approvals, etc.

5.2.4 Store documents related to any financial support for the project including, but not limited to, required grant or loan reports and agreements

#### **5.3 DOCUMENT PREPARATION**

5.3.1 Populate all documents necessary to transfer single family units between owners, e.g. seller's name, buyer's name, unit address, legal description, etc.

5.3.1.1 The County will provide all document templates and provided updated forms as necessary to ensure that all documents meet grant terms and comply with all applicable laws and regulations.

5.3.2 Loan Maturity Demand Letters

#### **5.4 MONITORING MANAGEMENT**

5.4.1 Create form letters and documents required for annual monitoring

5.4.2 Allow property owners to upload completed documentation for review and storage

5.4.3 Notify property owners who have not completed the required monitoring

#### **5.57 NOTIFICATIONS**

5.5.1 Automatically notify County staff 90-days before any changes in any terms, e.g. affordability term expiration, or loan maturity.

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#### **5.7 REPORTING**

- 5.7.1 Run reports and queries from data submitted, (i.e. demographics, by developer, by planning area, etc.)
- 5.7.2 Run reports on current and historical monitoring compliance by property and owner
- 5.7.3 The County should, at any time and without assistance, be able to export all data stored in the selected system into either a Microsoft Access or Excel formatted file.

**SERVICE PROVIDER** shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated in Attachment A-1:

All written reports required under this Agreement must be delivered to Darby Marshall, County's Contract Manager, in accordance with the schedule above.

#### **B. PAYMENT PROVISIONS**

##### **B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$113,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. **SERVICE PROVIDER'S** compensation for services rendered shall be based on the following rates or in accordance with the following terms in Attachment A-2.

There shall be no travel reimbursement allowed during this Agreement.

**SERVICE PROVIDER** warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

##### **B.2 SERVICE PROVIDERS BILLING PROCEDURES**

As customary for system providers, City Data Services shall bill for Single Family and Multi-Family development fees in the amount of \$38,000 (a onetime expenditure) and first quarter maintenance fees, (\$3,750) for a total of \$41,750 upon signature of contract and shall be paid by County within 30-day window of receipt of invoice. Subsequent charges for monthly maintenance shall be billed beginning at the end of the second quarter that the modules are in use. The first quarter shall be covered by initial payment received from contract signature.

Subsequent invoices are billed quarterly and require payment within 30 days of submission of invoice. A one percent fee will be incurred for bills that are 30 days past due.

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County may, in its sole discretion, terminate the contract or withhold payments claimed by SERVICE PROVIDER for services rendered if SERVICE PROVIDER fails to satisfactorily comply with any term or condition of this Agreement.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** SERVICE PROVIDER is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its sub-contractors.

#### **C. COMPUTER SERVICE AND SOFTWARE SPECIFIC CONDITIONS**

##### **C.1 IP INDEMNITY**

1. Contractor shall not provide County with any product or design that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right.
2. Contractor warrants that it has the right to license and or distribute to County for County's use while the County contracts with CDS, all software associated with this Agreement including but not limited to, operating software and compliance software.
3. If County promptly notifies Contractor in writing of any third party claim against County that any software or other item provided to County by Contractor infringes any patent, copyright, trade secret or other intellectual property right of any third party, Contractor shall immediately indemnify, defend and hold harmless Purchaser against such claims, including attorney's fees and damages actually incurred by the County in connection therewith.
4. If any software or other item is, or in the Contractor's reasonable opinion is likely to be held to be infringing, Contractor shall at its sole expense and option: (a) procure the right for County to continue using it; or (b) replace or modify it so that it becomes non-infringing while giving equivalent performance.
5. If Contractor is initially unable to perform either option 4. (a) or 4. (b) for a period not to exceed 30 days, Contractor may require County to stop using the potentially infringing system or portion thereof, until Contractor can perform either option 4. (a) or 4. (b), providing however Contractor supplies County with an alternate means by which County may continue its operations pursuant to this Agreement.

##### **C.2 COMPUTER DATA AND SOFTWARE CONFIDENTIALITY**

1. Computer data and system, hardcopy of County information, and all County data, constitute "confidential information" and shall not be commercially exploited by Contractor in any manner whatsoever.
2. Contractor shall not disclose to the public any confidential information, excepting

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it may disclose such information to State and Federal government agencies or Departments, as is necessary to perform the services provided hereunder.

#### **C.3 WARRANTY**

Contractor further warrants that any software, when delivered and installed by Contractor, does not contain, and Contractor will not knowingly introduce through any media, any virus, worm, trap door, back door, bug, or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any County property and that Contractor shall be held strictly liable for all damages, costs, loss of revenue, and attorney's fees in the event that this warranty is breached.

#### **C.4 RIGHTS IN DELIVERABLES**

The Contractor agrees that all Deliverables provided hereunder shall be considered "work made for hire" within the meaning of the Copyright Act of 1976, as amended. Contractor hereby irrevocably grants to County exclusively all right, title, and interest in and to the Deliverables, any derivative work, all work product, and to all copyright or other proprietary rights therein that it may obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of the Contractor. Contractor also acknowledges that the Parties do not intend Contractor to be a joint author of the Deliverables, any derivative work, or work product, within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Contractor be deemed a joint author thereof.

#### **C.5 ROYALTIES AND INVENTIONS**

The County and Contractor agree that Paragraph 10.05 of the County of Monterey Standard Agreement (more than \$100,000) does not apply to the service being provided under this Agreement.