

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.26
(ID # 18845)

MEETING DATE:
Tuesday, September 13, 2022

FROM : HOUSING AND WORKFORCE SOLUTIONS:


SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Accept Grant Funds from Anthem Blue Cross for the Riverside Padmission Initiative – Landlord Engagement and Housing Search Assistance; Ratify and Approve the Master Service Agreement and Order Form with Padmission, LLC for web-based software landlord engagement and housing search assistance without seeking competitive bids for four years; All Districts. [Total Cost: \$175,000; 100% Anthem Blue Cross Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept grant funds from Blue Cross of California Partnership Plan, Inc., doing business as Anthem Blue Cross, in the amount of \$175,000 on behalf of Riverside County Continuum of Care (CoC) for landlord engagement and homelessness prevention activities including but not limited to purchase web-based housing locator software licenses from Padmission, LLC, and to utilize temporary CoC staff to support the CoC's housing assistance programs;
2. Authorize the Director of Housing and Workforce Solutions, (HWS), or designee, to administer all actions necessary and sign all documents related to the administration of the grant from Anthem Blue Cross;

Continued on page 2

ACTION:Policy


Heidi Marshall, Director

9/8/2022



Sarah Franco, Director of Procurement & Fleet

9/9/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 13, 2022
xc: HWS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Ratify and Approve the Purchasing Agent to negotiate and execute the Master Service Agreement with Padmission, LLC for web-based housing locator software licenses (Attachment A) and the Padmission Order Form (Attachment B), without seeking competitive bids for four years from July 1, 2022 through June 30, 2026, with a total aggregate amount not to exceed \$63,505; and

4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and approved as to form by County Counsel to: a) sign amendments that exercise the options of the agreement including modifications to the scope of services that stay within the intent of the Master Service Agreement; and b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the agreement.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$71,348 | \$71,347 | \$175,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: Anthem Blue Cross Funds 100% | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 22/23 - 25/26 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

The County of Riverside Housing and Workforce Solutions (HWS) Department has been designated as the Lead Agency for the County of Riverside Continuum of Care (CoC). The County of Riverside CoC is a local planning body made up over 200 members from county and city governments, community-based organizations, and faith-based communities that work together to coordinate housing and services funding for homeless families and individuals.

Anthem Blue Cross is awarding funds to HWS to support the launch of a housing search assistance program in partnership with the County of Riverside CoC. Funds will be used to cover costs towards vendor user and agency licenses from Padmission, LLC. Padmission will provide a proprietary web-based housing search platform for landlord engagement and housing search assistance. Additionally, funds will support costs towards staffing for a two-year period for project monitoring, data quality reviews, compliance; and to implement and coordinate activities related to landlord engagement and landlord services.

Padmission is a Software-as-a-Service (SaaS) database used for landlord engagement and housing search assistance by homeless housing program participants, landlords, and community partners in making the housing location and search process simpler and faster. Some of Padmission’s unique features include:

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- Closed system configurable to allow different user types of access and registration
- Landlord Engagement report for properties and units added to the database
- Highly configurable for local models, housing programs, partner agencies, and local laws
- Unit reservations feature and tracking of signing bonuses or hold fees
- Local Housing Locator staff retain full control of all data to manage status and availability

Impact on Residents and Businesses

Funds will be used to address critical gaps in services and housing for homeless seniors, families, and individuals in Riverside County. A proactive, affirmative landlord engagement system is one of the most efficient means of increasing access to available rental units throughout Riverside County.

Additional Fiscal Information

The Riverside Padmission Initiative undertaking is funded 100% by Anthem Blue Cross.

| FISCAL YEAR PERIOD | ANNUAL PAYMENT |
|---|----------------|
| One-time Platform implementation and onboarding fee | \$750 |
| July 1, 2022 through June 30, 2023 | \$15,000 |
| July 1, 2023 through June 30, 2024 | \$15,450 |
| July 1, 2024 through June 30, 2025 | \$15,914 |
| July 1, 2025 through June 30, 2026 | \$16,391 |
| Total | \$63,505 |

Funding will also be utilized to support the salary for a temporary CoC staff position for a two-year period:

FY 22/23: \$55,598

FY 23/24: \$55,897

TOTAL: Software (\$63,505) + Salary (\$111,495) = \$175,000

Contract History and Price Reasonableness

As a condition of receiving the grant, Anthem Blue Cross requires HWS to purchase Padmission software with the grant funding. Padmission, LLC is a subsidiary of HOM, Inc., and its products, including the web-based housing locator software, are proprietary to Padmission. Padmission's pricing is tiered depending on the size of the CoC, the numbers and types of housing programs served, and rental assistance funding. The offered price of \$15,000 for the annual licenses, plus a 3% CPI annual increase is best and final. This pricing includes unlimited users, properties, images, documents, and data. Padmission's customers include primarily non-profit agencies and government entities that operate the CoC rather than the private sector, and there is no discounted pricing available for annual licenses. County Purchasing approved SSJ # 156288419 (Attachment C). Riverside County Information Technology (RCIT) approved Information Technology Form # 156698189 (Attachment D).

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ATTACHMENTS:

- **ATTACHMENT A:** Padmission Master Service Agreement
- **ATTACHMENT B:** Padmission Order Form
- **ATTACHMENT C:** Single Source Justification approved by Purchasing Department
- **ATTACHMENT D:** Information Technology Form approved by RCIT



Sarah Franco, Director of Procurement & Fleet 9/9/2022



Erlanna Lontajo, Principal Management Analyst 9/9/2022



Min C. Chan, County Counsel 9/9/2022



MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT by and between PADMISSION, LLC, a Delaware limited liability company, with its principal place of business at 5326 East Washington Street, #5, Phoenix, AZ, 85034 (the "Company") and the County of Riverside, a political subdivision of the State of California, on behalf of its Housing and Workforce Solutions (HWS) Department identified in the Order ("Customer") (individually Company and Customer are referred to as a "Party" and collectively as the "Parties"). Defined terms shall have the meanings set forth in Exhibit A, attached hereto. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Services.**

1.1. **Delivery of Services.** Subject to the terms and conditions of this Agreement, Company will provide the Services as set forth in the Order, or as selected by Customer in the course of Customer's use of the Platform. Company's sole duty is to provide the Services, and Customer is solely responsible for Customer's internal management, administration and use of the Services.

1.2. **Service Levels.** Subject to the terms and conditions of this Agreement, Company will use commercially reasonable efforts to make the Services available at least ninety-nine percent (99%) of the time as measured over the course of each calendar month during the Term; provided, however, this shall not include any unavailability which is due, in whole or in part, to any of the following: (a) acts or omissions by Customer or any User which do not strictly comply with this Agreement; (b) Customer's or its User's Internet connectivity; (c) Force Majeure Event; (d) failures, interruptions, outages or other problems with any software, hardware, system, network, facility or other matter not supplied by Company pursuant to this Agreement; (e) Scheduled Downtime; (f) Customer Failure; or (g) Suspension or termination of the Services as set forth in this Agreement. The occurrence of an exception identified in Sections 1.2(a)-(f) shall be determined by the Company, in its sole and absolute discretion, after the Company's reasonable investigation.

1.3. **Modifications.** Company reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services to its customers, (ii) the competitive strength of or market for Company's services or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

1.4. **Compliance.** Company will comply with the terms and conditions of this Agreement. Company will abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the provision of the Services, including those related to data privacy, international communications, and the transmission of technical or personal data. Company will comply with all applicable United States export control laws and regulations, including United States Export Administration Regulations and the requirement for obtaining any export license or agreement. Company will not, directly or indirectly, violate any United States law, regulation or treaty, or any other international treaty or agreement, relating to the export, re-export or release of any of the Services, associated technical data, or Data.

1.5. **Privacy.** Company agrees to protect the privacy rights of Users and acknowledges that its use of all Data will be at all times subject the terms and conditions of the Privacy Policy.

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY**

**to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.**

SEP 13 2022 3.26

2. **Customer Obligations.**

2.1. **Technical Obligations.** To receive the Services and for the duration of the Term, Customer will meet the Customer Technical Obligations. Customer acknowledges and agrees that (a) Company is not responsible for the Customer Technical Obligations, and (b) if any of the Customer Technical Obligations are not satisfied, the Services or particular components of the Services may not be accessible or available to Customer.

2.2. **Users.** Customer may designate an unlimited number of Users within the Platform in connection with and Order for Services.

2.3. **Use of the Services.** Customer will specify a minimum of one Administrator through the Platform who will receive certain notifications as set forth in this Agreement and will have the rights to manage and administer the Services, including Users. Customer is responsible for: (a) maintaining the confidentiality of its password(s); (b) designating those of its employees who are Administrator(s) and Users authorized to access the Services; and (c) ensuring that all activities that occur in connection with the Services comply with the Agreement. Any misuse of the Services by Customer is a material breach of this Agreement for which Company may immediately terminate the Agreement. Further, Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Services by any User by or through any means controlled by Customer or any User, including any: (i) information, instructions or materials provided by any User to the Services or Company; (ii) results obtained from any use of the Services or Company Materials; and (iii) conclusions, decisions or actions based on such use.

2.4. **Compliance.** Customer will comply, and will ensure that Users comply, with the terms and conditions of this Agreement. Customer is responsible for all activity by Users in connection with the Services. Customer will abide, and will ensure that Users abide, by all applicable local, state, national and foreign laws, treaties and regulations in connection with use of the Services, including those related to data privacy, international communications, and the transmission of technical or personal data. Customer will comply, and will ensure all Users comply, with all applicable United States export control laws and regulations, including United States Export Administration Regulations and the requirement for obtaining any export license or agreement. Customer will not, and Customer will ensure all Users do not, directly or indirectly, violate any United States law, regulation or treaty, or any other international treaty or agreement, relating to the export, re-export or release of any of the Services, associated technical data, or Data.

2.5. **Privacy.** Customer agrees to protect the privacy rights of Users. Customer acknowledges that its use of, and any User's use of, the Services and all Data will be at all times subject the terms and conditions of the Privacy Policy.

2.6. **Unauthorized Use.** Customer will use all commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer will promptly notify Company of any unauthorized use of, or access to, the Services of which it becomes aware, including unauthorized use by any User, known or suspected breaches of security, and unlawful use of the Services or Company Intellectual Property Rights.

3. **Term and Termination.**

3.1. **Term.** This Agreement shall be effective July 1, 2022 and continue through June 30, 2026, unless terminated earlier. Company shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

3.2. **Initial Term; Prorated Terms.** The initial term of this Agreement is the length of time beginning on the Effective Date and ending after the number of months identified on the Order or through the Platform (the "Initial Term").

3.3. **Availability of Funds/Non-Appropriation of Funds** The obligation of Customer for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of county funding from which payment can be made. There shall be no legal liability for payment on the part of Customer beyond June 30 of each year unless funds are made available for such payment by the Riverside County Board of Supervisors. In the event such funds are not forthcoming for any reason, Customer shall immediately notify Company in writing and this Agreement shall be deemed terminated and be of no further force or effect. Customer shall make all payments to Company that were properly earned prior to the unavailability of funding.

3.4. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice: (a) with regard to obligations other than payment obligations, if the other Party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice, or immediately as provided in this Agreement; (b) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; (c) the other Party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches; or (d) with regard to Customer's payment obligations, Company may immediately (or, at its option, after Suspension of access to the Services pursuant to Section 6.2 below) terminate this Agreement for failure to pay any Fees when due pursuant to Section 4.1.

3.5. **Termination for Convenience.** After the Initial Term, either Party may terminate this Agreement without cause upon a minimum of 30 days advance notice to the other Party. Termination will be effective at the end of the then-current Term during which notice was received by the non-terminating Party.

3.6. **Effect of Termination.** Upon termination of this Agreement: (a) all rights and licenses granted under this Agreement will terminate, (b) Customer will pay Company all Fees owed and outstanding, (c) upon Customer's written request, Company will provide Customer with a copy of the Data within 30 days of such termination, in a format acceptable to Company, and (d) upon request, each Party will return or destroy the Confidential Information of the other Party. If Company terminates due to Customer's material breach or if this Agreement is terminated without cause by Customer, Customer is not entitled to a refund of any Fees and Company will not refund any Fees that Customer has paid. If Customer terminates due to Company's failure to cure its material breach of this Agreement, Company will refund, pro rata, any Fees Customer has paid Company for the terminated duration of the current subscription to the Services; provided, however, Customer agrees that Customer's sole remedy for Company's failure to meet the availability requirements established in Section 1.2 within a given month shall be a pro-rata credit for Services equal to the amount of time the Services were unavailable in excess of such requirements. Customer agrees that it must provide prior written notice to Company in order to be eligible for a service credit in connection with any unavailability of the Services.

4. **Fees and Payment.**

4.1 **Fees.** Customer will pay all Fees for the Services as set forth in the Order. Customer shall make all payments hereunder in US dollars. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then-current Renewal Term, upon 30 days prior notice to Customer. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to support@padmission.com.

4.2 **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Company's income.

4.3 **Purchase Orders.** Any terms and conditions on any purchase orders of Customer other than the Order are not binding on Company and are null and void regardless of whether the purchase orders were received by Company.

5. **Support Services.**

5.1. **By Customer.** Customer will, at its own expense, respond to questions and issues raised by Users relating to their use of the Services. Customer will use commercially reasonable efforts to resolve support issues brought to its attention on its own, without escalation to Company, including, without limitation, assisting Users with registration and login. Customer will provide reasonable instruction to its Users in connection with account creation, login, searching the Platform, adding, activating, and reactivating properties with the Platform, and using other available features and functionality within the Platform.

5.2. **By Company.** If Customer cannot resolve a support issue under Section 5.1, then an Administrator may escalate the issue to Company and Company will use commercially reasonable efforts to provide support to such User. In addition, Company will provide: (i) Customer with the Implementation Guide and assist Customer with setup, configuration, and launch; and (ii) routine Platform updates and fixes, ongoing support, and training as made commercially available to other Platform users and customers. Company will provide support to Customer via email or video-conferencing software and Company will use commercially reasonable efforts to respond to any Customer support request within 72 hours.

6. **Suspension of the Services.**

6.1. **By Customer.** If Customer becomes aware of a User's violation of this Agreement, Customer will Suspend the applicable User. If Customer fails to Suspend a User pursuant to this paragraph, then Company reserves the right to do so. The Suspension of a User will continue until Company is reasonably satisfied that the applicable User has cured the breach which caused the Suspension and Customer pays to Company any damages incurred by Company due to the User's breach.

6.2. **By Company.** If Customer materially breaches the terms of this Agreement, and fails to cure such material breach within the applicable period set forth in Section 3.4, including any failure to pay any Fees, Company reserves the right to Suspend use of the Services, or particular components of the Services, upon written notice to Customer until the breach is cured or Company terminates this Agreement.

6.3. **For Emergency Security Issues.** If there is an Emergency Security Issue, Company may immediately Suspend the offending use. Suspension will be to the minimum extent and duration that Company deems to be required to prevent or terminate the Emergency Security Issue. If Company Suspends a User, Company will provide Customer the reason for the Suspension as soon as is reasonably possible.

7. **Confidential Information.**

7.1. **Obligations.** Each Party will: (a) hold and keep the other Party's Confidential Information in strict confidence; (b) protect the other Party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (c) not disclose the Confidential Information,

except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each Party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each Party is responsible for any actions of its Affiliates, employees and agents in violation of this Section 7.

7.2. **Exceptions.** Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew as evidenced by its written records; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

7.3. **Required Disclosure.** Each Party may disclose the other Party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other Party; (b) gives the other Party the opportunity to challenge the disclosure; and (c) releases only so much of the Confidential Information as required by law and properly requests confidential treatment of that information.

7.4. **Third-Party Requests.** Customer is responsible for responding to Third-Party Requests. Company will, unless it is prohibited by law or by the terms of the Third-Party Request: (a) promptly notify Customer of its receipt of a Third-Party Request in a manner permitted by law; (b) comply with Customer's reasonable requests, at Customer's expense, regarding its efforts to oppose a Third-Party Request; and (c) provide Customer, at Customer's expense, with reasonable assistance and the information or tools required for Customer to respond to the Third-Party Request.

8. **Intellectual Property Rights.**

8.1. **Intellectual Property Rights.** Except as expressly set forth herein, this Agreement does not grant either Party any rights, implied or otherwise, to the other's Intellectual Property Rights. As between the Parties, Customer owns all Intellectual Property Rights in its Data, and Company and its licensors own all Intellectual Property Rights in the Services, Platform, Resultant Data, Company Materials, and Third-Party Materials.

8.2. **License to Company.** Customer hereby grants to Company a non-exclusive, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use Data in connection with the Company's provision of the Services.

8.3. **Suggestions.** Customer hereby grants to Company a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services or Platform any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

8.4. **Reservation of Rights.** Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Platform, Company Materials or Third-Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, Platform, the Company Materials and the Third-Party Materials are and will remain with Company and the respective rights holders in the Third-Party Materials.

8.5. **Federal Government End Use Provisions.** Company provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

9. **Restrictions on Use.**

Customer will comply, and will ensure Users comply, with the Terms of Service and Privacy Policy. Customer will not, and will use commercially reasonable efforts to ensure Users do not: (a) alter information transmitted through the Services (except as required to comply with the terms of this Agreement or commercially reasonable internal policies of Customer); and (b) share content or documentation provided by Company to Customer as a part of Company's provision of the Services with any third party.

10. **Publicity.**

The Company agrees that it will not disclose, and will not include in any public announcement, the name of or logo of Customer without the written consent of Customer unless and until such disclosure is required by law or applicable regulation, and then only to the extent of such requirement.

11. **Representations and Warranties.**

11.1 **Mutual Warranty.** Each Party represents and warrants that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

11.2 **Additional Customer Warranties.** Customer represents, warrants and covenants to Company that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Data so that, as received by Company and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law.

11.3 **Additional Company Warranties.** Subject to the terms and conditions of this Agreement, Company warrants that the Services will perform substantially in accordance with the Documentation. For any breach of this warranty, the exclusive remedy is as provided in Section 3.4 and Section 3.6.

12. **Disclaimer.**

THE SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE CUSTOMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, WARRANTIES AGAINST INTERFERENCE WITH ENJOYMENT OF INFORMATION, AND WARRANTIES OF QUALITY AND ACCURACY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. **Voiding of Warranties and Indemnifications.**

Any and all warranties and indemnifications will be void as to Services where the non-compliance is caused by or related to: (a) the acts or omissions of non-Customer personnel or third parties; (b) misuse, theft, vandalism, fire, water or other peril; (c) any impermissible alterations or modifications made to any Services by the Customer, its employees, independent contractors, representatives, or agents; or (d) use of the Services in violation of this Agreement.

14. **Indemnification.**

14.1 **By Customer.** Customer shall and hereby does indemnify and agrees to pay, defend, and hold harmless Company and its Affiliates and each of their respective officers, directors, shareholders, employees and independent contractors and their successors and assigns for, from, and against any loss, liability, claim demand, cost, or expense (including attorneys' fees) arising out of or pertaining in any manner to use of the Services by Users, or otherwise arising out of: (a) the relationship between Customer and any of its employees or independent contractors; (b) any information or Data provided by Customer or Users; (c) that Customer information or Data infringe or misappropriate any Intellectual Property Rights; (d) Customer's or its employees or independent contractors use of the Services in violation of this Agreement; and (e) Suspension of any User.

14.2 **By Company.** Company shall and hereby does indemnify and agrees to pay, defend, and hold harmless Customer, its Affiliates, and their successors and permitted assigns for, from, and against any loss, liability, claim demand, cost, or expense (including attorneys' fees) arising out of or pertaining in any manner to: (a) Company's violation of applicable law; (b) Company's material breach of its obligations under this Agreement; and (c) a third party claim that Company's Intellectual Property Rights in and to the Services, Platform, Company Materials, or Third-Party Materials infringe or misappropriate any third-party Intellectual Property Rights. Notwithstanding the foregoing and in addition to the events stated in Section 13, in no event will Company have any obligations or liability under this Section 14.2 arising from: (a) use of the Services in a modified form or in combination with materials not furnished by Company, and (b) any information or Data provided by Customer or its Users.

14.3 **Possible Infringement.** If Company reasonably believes the Services infringe a third party's Intellectual Property Rights, then Company will: (a) obtain the right for Customer, at Company's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringes. If Company does not believe the foregoing options are commercially reasonable, then Company may Suspend or terminate Customer's use of impacted portions of the Services. If Company terminates the impacted portions of the Services, then Company will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of the Services.

14.4 **General.** The Party seeking indemnification will promptly notify the other Party of the claim and cooperate with the other Party in defending the claim. The indemnifying Party has full control and authority over the defense, except that: (a) any settlement requiring the Party seeking indemnification to admit liability or to pay any money will require that Party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other Party may join in the defense with its own counsel at its own expense. **THE INDEMNITIES, RIGHTS AND REMEDIES IN THIS SECTION 14 ARE THE ONLY REMEDIES UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

15. **Limitation of Liability.**

15.1 **Limitation of Liability.** Customer acknowledges and agrees that, in light of the many potential tasks for which the Services may be used and the diverse environments in which the Services may be used, use of the Services remains the sole responsibility and liability of Customer. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOST PROFITS OR REVENUES, EQUIPMENT DOWN-TIME, LOSS OF DATA OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY DISCLAIMS ALL LIABILITY OF ANY KIND OF COMPANY'S LICENSORS.

15.2 **Limitation on Amount of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, COMPANY'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMPANY IN THE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE LIABILITY.

15.3 **Exceptions to Limitations.** These limitations of liability do not apply to breaches of confidentiality obligations or violations of a Party's Intellectual Property Rights by the other Party.

16. **Miscellaneous.**

16.1. **Notices.** All notices provided pursuant to this Agreement will be in writing and deemed effective upon delivery. Notices will be deemed to have been delivered if addressed to the Chief Executive Officer of recipient at the address set forth in the Order or received at an email address provided by the recipient on (a) the date of personal delivery or confirmed email transmission, (b) five days after deposit in the United States mail, first class, postage prepaid, certified and return receipt requested, or (c) one day after deposit with a reputable national overnight courier service. A Party may designate a different address or facsimile number for the delivery of notices upon ten (10) days' prior written notice to the other Party.

16.2. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party, not to be unreasonably withheld, except (a) to an Affiliate, or (b) in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets not involving a direct competitor of the other Party. In the event of a permissible assignment under this Agreement, the assignee must agree in writing to be bound by the terms of this Agreement and the assigning Party must notify promptly the other Party of the assignment. Any other attempts to assign this Agreement are null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

16.3. **Force Majeure.** Neither Party will be liable for inadequate performance to the extent caused by a Force Majeure Event, provided that the affected Party resumes full performance as promptly as possible following the Force Majeure Event.

16.4. **No Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of that provision on any other occasion.

16.5. **Severability.** In the event that any provision of this Agreement is deemed unlawful or otherwise unenforceable by any tribunal of competent jurisdiction, that provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Each and every provision or restriction set forth in this Agreement is independent and severable from the others, and no provision or

restriction will be rendered unenforceable by virtue of the fact that, for any reason, any other provision or restriction may be unenforceable in whole or in part.

16.6. **No Agency.** The Parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

16.7. **No Third-Party Beneficiaries.** Except as expressly set forth in the indemnification provisions of Section 14 above, there are no third-party beneficiaries to this Agreement.

16.8. **Equitable Relief.** Nothing in this Agreement will limit either Party's ability to seek equitable relief. Customer acknowledges and agrees that the breach or threatened breach of Sections 7, 8, 9 and 16.2 will cause immediate and irreparable harm to Company for which monetary damages would be an inadequate remedy and, in the event of such a breach or threatened breach, Company will have, in addition to any other rights it may have, the right to seek equitable relief, including injunctive relief, without an obligation to prove actual damages, post bond or other security.

16.9. **Governing Law and Disputes.** This Agreement, and any disputes arising out of or related to this Agreement, will be governed exclusively by the laws of the State of California, without regard to conflicts of laws principles or the United Nations Convention on the International Sale of Goods. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California or federal court that is located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

16.10. **Amendments; Interpretation.** Any amendment to this Agreement must be in writing and expressly state that it is amending this Agreement. The titles of sections and subsections contained in this Agreement are for convenience only. They form no part of this Agreement and they are not to be used in the construction or interpretation of this Agreement. Any and all uses of the word "including" in this Agreement mean "including without limitation."

16.11. **Survival.** Sections 3.6, 4.1, 7, 8.1, 8.3, 9, 10, 12, 13, 14, 15, and 16 survive the expiration and termination of this Agreement.

16.12. **Entire Agreement.** This Agreement, including all Exhibits and all documents referenced herein and hereby incorporated by reference, is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

16.13. **Interpretation of Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, this Agreement will control.

16.14. **Counterparts.** The Parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, each of which will be considered an original, and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED TO:

County of Riverside:

By: Pearl Rodriguez
Pearl Rodriguez, Purchasing Contract Specialist

Date: 10/11/22

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 8-23-22
SYNTHIA M. GUNZEL DATE

PADMISSION, LLC:

By: Michael Shore
Michael Shore, Chief Executive Officer

Date: 8/31/2022

EXHIBIT A - DEFINITIONS

Definitions. In addition to definitions provided elsewhere in this Agreement, the following terms have the meaning ascribed to them:

“Administrator(s)” means those Users that Customer designates in the Platform who administer the Services on Customer’s behalf.

“Affiliate” means any entity directly or indirectly controlling, controlled by or under common control with the subject entity. For purposes of this definition, the terms “controlling”, “controlled by” or “under common control with” means the possession, direct or indirect, of the power to direct or cause the direction of the management of the subject entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect at least 50% of the directors, managers, or persons exercising similar authority with respect to the subject entity.

“Agreement” means this Master Service Agreement, Terms of Service, and Privacy Policy which are incorporated into and made a part of this Agreement.

“Confidential Information” means information disclosed by a Party to the other Party under this Agreement that is marked as confidential or a reasonable person would consider confidential under the circumstances. Data is Customer’s Confidential Information.

“Company Materials” means the Platform, Documentation and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Company or any subcontractor in connection with the Platform or otherwise comprise or relate to the Platform. For the avoidance of doubt, Company Materials include Resultant Data and any information, data or other content derived from Company’s monitoring of Customer’s or its User’s access to or use of the Services.

“Customer Failure” means any delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement.

“Customer Technical Obligations” means all necessary software, hardware, and network infrastructure required to access the Services, including without limitation, compatible operating systems, web-browsers, and internet connectivity. **“Data”** means all data and information provided or submitted by Customer or its Users to the Platform; provided, however, Data does not include Resultant Data.

“Documentation” means any manuals, instructions or other documents or materials that the Company provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Platform or Company Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

“Effective Date” means the date set forth in the Order.

“Emergency Security Issue” means: (a) a User’s use of the Services in violation of this Agreement; (b) a User’s use of the Services in a manner which could disrupt (i) the Platform, (ii) other Users’ use of

the Platform, or (iii) the network or servers of Company or its licensors that are used to provide the Services; or (c) unauthorized third-party access to the Services.

“Fees” means the amounts owed by Customer to Company for the Services as described in an Order.

“Force Majeure Event” means the existence of a condition that is beyond a Party’s reasonable control, for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance.

“Implementation Guide” means the materials, information, and assistance provided by Company to assist Customer in the initial setup and configuration of the Platform to encourage a successful launch and User adoption of the Platform and associated services for stakeholders in Customer communities.

“Intellectual Property Rights” means current and future worldwide rights under patents and patent applications, and all patents issuing from the patent applications, together with any and all divisionals, continuations or continuations-in-part, substitutions, extensions, registrations, confirmations, reissues, re-examinations, and renewals, know-how, inventions, copyrights, trade secrets, trademarks, trade dress, moral rights, other similar proprietary rights and all foreign counterparts of the foregoing.

“Order” means either (1) the information and selections made by Customer on Company’s website or (2) document(s) entered into between Customer and Company, and any addendums thereto, either or both of which are incorporated into and made a part of this Agreement, setting forth the details of Customer’s order for the Services and that may contain the details of the following terms: (a) Fees; (b) number of Users; (c) Initial Term and renewal, if applicable; and (d) any other additional terms governing the Order. The foregoing shall not be deemed final and an “Order” for purposes of this Agreement unless and until Company has indicated its acceptance as evidenced by issuing an Order confirmation.

“Platform” means the online housing search platform developed by Company, including any applications, features, functionality, or services.

“Privacy Policy” means the acceptable Privacy Policy for the Services posted on Company website at <www.padmission.com>, as updated by Company from time to time, which is incorporated into and made a part of this Agreement.

“Resultant Data” means information, data and other content that is derived by or through the Services from processing Data and is sufficiently different from such Data that such Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content.

“Scheduled Downtime” means reasonable Platform unavailability or downtime for routine maintenance of the Platform upon prior notice to Customer within the Platform.

“Services” means Company’s provision of the Platform, and all features, functionality, or components thereof, and any other services provided by Company under this Agreement.

“Suspend” and **“Suspension”** means the immediate disabling of access to the Services, to prevent further use of the Services.

“Term” means the Initial Term as defined in Section 3.2 and all Renewal Terms as defined in Section 3.3.

“Terms of Service” means the acceptable Terms of Service for the Services posted on Company website at <www.padmission.com>, as updated by Company from time to time, which is incorporated into and made a part of this Agreement.

“Third-Party Materials” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Company.

“Third-Party Request” means a request from a third party for records relating to a User’s use of the Services. Third-Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order or written consent from the Customer or User permitting the disclosure.

“User” means an employee of Customer or an independent contractor authorized by Customer to use the Services.

ORDER FORM

| | | | |
|----------------|---|---------------------|--|
| Customer Name: | <u>County of Riverside ("Customer")</u> | | |
| Start Date: | <u>7/1/2022 ("Effective Date")</u> | Accounting Contact: | <u>Brandon Trahan</u> |
| Contact Name: | <u>James C. Moore</u> | Billing Address: | <u>3403 Tenth Street, Suite 300</u> |
| Phone: | <u>(951) 533-2863</u> | | <u>Riverside, CA 92501</u> |
| Email: | <u>jcmooreIII@rivco.org</u> | Billing Email: | <u>btrahan@rivco.org / Cell (951) 295-2310</u> |

Services

Padmission, LLC, a Delaware limited liability company (the "Company"), will provide Customer with the Company's web-based housing search platform for landlord engagement and housing search assistance for Customer's and/or Customer's community's housing assistance programs (the "Services") upon the terms and conditions set forth in that certain Master Service Agreement between Customer and Company, dated as of the Effective Date, and attached hereto (the "MSA").

Fees

Customer will pay a one-time fee of \$ **750** for Platform implementation and onboarding, due on the Effective Date (the "Implementation Fee"). In addition to the Implementation Fee, Customer will be billed annually, plus 3% CPI annual increase as provided below for the Services (collectively, the "Fees"), subject to the terms of Section 4 of the MSA.

| FISCAL YEAR PERIOD | ANNUAL PAYMENT |
|---|----------------|
| One-time Platform implementation and onboarding fee | \$750 |
| July 1, 2022 through June 30, 2023 | \$15,000 |
| July 1, 2023 through June 30, 2024 | \$15,450 |
| July 1, 2024 through June 30, 2025 | \$15,914 |
| July 1, 2025 through June 30, 2026 | \$16,391 |
| Total | \$63,505 |


Initial Term; Renewal

The Initial Term shall begin on the Effective Date and expire on the first anniversary of the Effective Date. Thereafter, this Order for Services will renew as set forth in the MSA.

Additional Terms

Company's provision of the Services will, at all times, be subject to and conditioned upon the terms and conditions set forth in the MSA which is hereby incorporated into this Order by this reference.

Unless otherwise provided herein, terms used in this Order that are not defined herein shall have the meaning attributable thereto in the MSA.

By: **COUNTY OF RIVERSIDE:**

 Pearl Rodriguez, Procurement Contract Specialist

By: **PADMISSION, LLC:**

 Michael Shore, Chief Executive Officer

Date: 10/11/22

Date: 8/13/2022

Address: 3403 Tenth Street, Suite 300
Riverside, CA 92501

Address: 5326 E Washington Street
Phoenix AZ 85034



Board Policy H-11 requires that all technology equipment, systems, software/hardware, services or renewals shall be submitted to RCIT for review prior to purchase. The review process of IT purchases throughout the county will provide opportunities to combine purchases for deeper discounts, and allow potential sharing of systems' knowledge to help other departments.

Supplier Details

Department Information

Vendor Padmission LLC
Fulfillment Address LLCp - Services: (preferred)
 5326 E Washington St Ste 5
 Phoenix, Arizona 85034 United States
Vendor Phone +1 602-758-0609

Requester Information
Department/Agency Continuum of Care (COARC)
Primary Contact Person James Charles Moore
Primary Contact Phone Number (951) 533-2863
Alternate Contact Person Natalis Ng
Alternate Contact Phone Number (951) 351-0700
Target Board of Supervisors Date 6/14/2022

Describe Purchase

Project Name Riverside Padmission Initiative
Purchase Request Type New Equipment/Services
Are you Purchasing from RCIT Standards? No
Describe Requested Purchase Padmission Landlord Engagement & Housing Search Assistance is a web-based platform for homeless services organizations to manage landlord relationships and to assist individuals and families in their housing search for Riverside County Continuum of Care community's housing assistance programs. Padmission's unique features for centralized landlord engagement and housing search includes: * Unlimited user accounts * Closed system configurable to allow different user types access and registration * Centralize landlord relationships * Reduce housing search times * Track performance with analytics and reports * Landlord Engagement report for properties and units added to the database * Highly configurable for local models, housing programs, partner agencies, and local laws * Unit reservations features and tracking of signing bonuses or hold fees *Local Housing Locator staff retain full control of all data to manage status and availability

Business Needs

Business Needs Addressed Riverside County Continuum of Care (CoC) will seek Board of Supervisors' approval to accept grant funding from Anthem, Inc. in the amount of \$100,000 up to \$500,000 on behalf of Riverside County CoC for landlord engagement and homelessness prevention activities including but not limited to subscription of proprietary web-based housing locator software from Padmission, LLC. Anthem has committed new investments and engaged in several partnerships to launch housing-related support programs that help Californians access and maintain safe, stable housing. The web-based housing locator software will be used for Riverside County Continuum of Care

(CoC) community's housing assistance programs; to assist participants, landlords, and community partners in making the housing location and search process simpler and faster. On May 15, 2020, the U.S. Department of Housing and Urban Development (HUD) issued guidance on the HUD Exchange to Emergency Solutions Grants (ESG) recipients and Continuums of Care (CoCs) on developing a "proactive, affirmative landlord engagement system" in communities. Padmission provides CoCs and homeless services organizations with the tools and technology to do just that.

Are there county systems that provide same/similar functionality?

No

Which systems are the same/similar?

No

Business Criticality

Padmission, LLC is a subsidiary of HOM, Inc., and its products, including the web-based housing locator software is proprietary to Padmission. In our research, we are unaware of any technology products in the market that meet the requirements of this problem domain. Padmission is a multi-tenant Software-as-a-Service (SaaS) database custom-built for the work of centralized landlord engagement and housing search assistance at the Continuum of Care (CoC) level.

Business Impact

Residents and businesses will benefit as the funds will be used to address critical gaps in services and housing for homeless seniors, families, and individuals in Riverside County. A proactive, affirmative landlord engagement system is one of the most efficient means of increasing access to available rental units throughout Riverside County.

Term Information

Term Information

Project/Contract Start Date

7/1/2022

Project/Contract End Date

6/30/2026

Contract

Is this a Multi Year Contract?

YES

Length of Contract

4

Special Terms and Conditions

Padmission's pricing is tiered depending on the size of the CoC, the numbers and types of housing programs served, and rental assistance funding. The offered price of \$15,000* for the annual subscription is best and final. This pricing includes unlimited users, properties, images, documents, and data. Padmission's customers include primarily non-profit agencies and government entities that operate the CoC rather than the private sector, and there is no discounted pricing available for an annual subscription. *NOTE: Cost does not include the annual (3%) CPI increase for the subscription.

Transaction

Purchase

CURRENT COST ITEMIZATION (Include All year 1 Cost)

| Item Description | | Product Type | Tax | Total Year 1 Cost | |
|-----------------------|--|------------------------|-------------------------|---------------------------------|------------------|
| Description | Annual subscription of proprietary web-based housing locator software from Padmission, LLC | Purchase Software Type | Taxable \times Tax | Total Cost | |
| | | | | Unit Price | Quantity |
| | | | | 15,750.00 | 1 |
| | | | | Total Year 1 Cost Total: | 15,750.00 |
| Commodity Code | 20949 | | | | |

ANNUAL COST

| Annual Item Description | | Payment Type | Term (in Years) | Payment Amount | Total Annual Payments |
|-------------------------|--|-----------------|-----------------|-----------------------|------------------------------|
| Description (Annual) | FY 22/23 (7/1/22 - 6/30/23): Platform Implementation Fee and Onboarding (\$750) FY 22/23 (7/1/22 - 6/30/23): Annual Fee for Services (\$15,000) | Payment PO Type | Term 4 | Payment 15,000 Amount | Total Annual Payments 60,750 |

Supporting Documentation

Description of Attachments included with this form

Description of Attachments

Padmission Master Service Agreement
Padmission Order Form
Padmission Sole Source Justification Letter

Internal Attachments

Total 15,750.00

Approvals - Requisition 156698189

| | | | | | |
|---|--|---|---|---|---|
|  <i>Submitted</i> James Moore III 4/14/2022 5:01 PM | Budget/Chart Validation 1 <i>Completed</i> ✓ | Fiscal Approval <i>Approved</i> ✓ ✓ Brandon Trahan | Department Management Approval <i>Approved</i> ✓ ✓ Tanya Torno | Exception Approval <i>Approved</i> ✓ ✓ Kelly Hartmann ✓ Melissa Palma | Purchasing A <i>Approved</i> ✓ Pearl Rodri |
| | Validation Response 1 <i>Approved</i> ✓ | | | | |

Approvals - Requisition 156698189

| | | | | | |
|---|--|---|---|---|---|
|  <i>Submitted</i> James Moore III 4/14/2022 5:01 PM | Budget/Chart Validation 1 <i>Completed</i> ✓ | Fiscal Approval <i>Approved</i> ✓ ✓ Brandon Trahan | Department Management Approval <i>Approved</i> ✓ ✓ Tanya Torno | Exception Approval <i>Approved</i> ✓ ✓ Kelly Hartmann ✓ Melissa Palma | Purchasing A <i>Approved</i> ✓ Pearl Rodri |
| | Validation Response 1 <i>Approved</i> ✓ | | | | |



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor Padmission LLC
Fulfillment Address LLCp - Services: (preferred)
 5326 E Washington St Ste 5
 Phoenix, Arizona 85034 United States
Vendor Phone +1 602-758-0609

Distribution Method
 The system will distribute purchase orders using the method(s) indicated below:
 Check this box to customize order distribution information. ✖

Email (HTML Body) mike@padmission.com
Contract

Background Information

Please indicate if this is a single or sole source below

Sole Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Purchase Details

1. Supply/Service being requested:

Padmission Landlord Engagement & Housing Search Assistance is a web-based platform for homeless services organizations to manage landlord relationships and assist individuals and families in their housing search. for Riverside County Continuum of Care community's housing assistance programs

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Padmission's unique features for centralized landlord engagement and housing search includes:

- * Unlimited user accounts
- * Closed system configurable to allow different user types access and registration
- * Centralize landlord relationships
- * Reduce housing search times
- * Track performance with analytics and reports
- * Landlord Engagement report for properties and units added to the database

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Riverside County CoC will pay a one-time fee of \$750.00 for Platform implementation and onboarding, due on the Effective Date (the "Implementation Fee"). In addition to the

- * Highly configurable for local models, housing programs, partner agencies, and local laws
- * Unit reservations features and tracking of signing bonuses or hold fees
- *Local Housing Locator staff retain full control of all data to manage status and availability

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

Riverside County Continuum of Care (CoC) will seek Board of Supervisors' approval to accept grant funds from Anthem, Inc. in the amount of \$100,000 up to \$500,000 on behalf of Riverside County CoC for landlord engagement and homelessness prevention activities including but not limited to subscription of proprietary web-based housing locator software from Padmission, LLC.

Anthem has committed new investments and engaged in several partnerships to launch housing-related support programs that help Californians access and maintain safe, stable housing.

The web-based housing locator software will be used for Riverside County Continuum of Care (CoC) community's housing assistance programs; to assist participants, landlords, and community partners in making the housing location and search process simpler and faster.

On May 15, 2020, HUD issued guidance on the HUD Exchange to Emergency Solutions Grants (ESG) recipients and Continuums of Care (CoCs) on developing a "proactive, affirmative landlord engagement system" in communities. Padmission provides CoCs and homeless services organizations with the tools and technology to do just that.

4. Period of Performance 7/1/2022
From:

Period of Performance To: 6/30/2025

Is this an annually renewable contract or is it fixed term?
Annually Renewable

5. Price Reasonableness:

Padmission's pricing is tiered depending on the size of the CoC, the numbers and types of housing programs served and rental assistance funding. The offered price of \$15,000 for the annual subscription is best and final. This pricing includes unlimited users, properties, images, documents, and data. Padmission's customers include primarily non-profit agencies and government entities that operate the CoC rather than the private sector, and there is no discounted pricing available for an annual subscription.

Projected Board of Supervisor 5/24/2022
Date (if applicable):

Commodity Code 20949

Implementation Fee, Customer will be billed \$15,000 on a(n) annual monthly recurring basis for the Services (collectively, the "Fees"), subject to the terms of Section 4 of the MSA.

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

| Description | Price |
|---|-----------|
| FY 22/23 (7/1/22 - 6/30/23): Platform Implementation Fee and Onboarding (\$750) | 750.00 |
| FY 22/23 (7/1/22 - 6/30/23): Annual Fee for Services (\$15,000) | 15,000.00 |

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

| | |
|----|---|
| FY | FY 23/24 (7/1/23 - 6/30/24): Annual Fee for Services (\$15,000) |
| FY | FY 23/24 (7/1/24 - 6/30/25): Annual Fee for Services (\$15,000) |
| FY | FY 25/26 (7/1/25 - 6/30/26): Annual Fee for Services (\$15,000) |

FY
FY
Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

None.

Current Year Cost Total: 15,750.00

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's

- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

| Approved by | Date Approved | Sole Source Number | Approval Conditions/Comments |
|------------------|---------------|--------------------|---------------------------------|
| Suzanna Hinckley | 5/5/2022 | | |

This section to be filled out by Purchasing Management only upon approval.

Total 15,750.00

ORDER FORM

| | | | |
|----------------|---|---------------------|--|
| Customer Name: | <u>County of Riverside ("Customer")</u> | | |
| Start Date: | <u>7/1/2022 ("Effective Date")</u> | Accounting Contact: | <u>Brandon Trahan</u> |
| Contact Name: | <u>James C. Moore</u> | Billing Address: | <u>3403 Tenth Street, Suite 300</u> |
| Phone: | <u>(951) 533-2863</u> | | <u>Riverside, CA 92501</u> |
| Email: | <u>jcmoorelll@rivco.org</u> | Billing Email: | <u>btrahan@rivco.org / Cell (951) 295-2310</u> |

Services

Padmission, LLC, a Delaware limited liability company (the "Company"), will provide Customer with the Company's web-based housing search platform for landlord engagement and housing search assistance for Customer's and/or Customer's community's housing assistance programs (the "Services") upon the terms and conditions set forth in that certain Master Service Agreement between Customer and Company, dated as of the Effective Date, and attached hereto (the "MSA").

Fees

Customer will pay a one-time fee of \$ **750** for Platform implementation and onboarding, due on the Effective Date (the "Implementation Fee"). In addition to the Implementation Fee, Customer will be billed annually, plus 3% CPI annual increase as provided below for the Services (collectively, the "Fees"), subject to the terms of Section 4 of the MSA.

| FISCAL YEAR PERIOD | ANNUAL PAYMENT |
|---|----------------|
| One-time Platform implementation and onboarding fee | \$750 |
| July 1, 2022 through June 30, 2023 | \$15,000 |
| July 1, 2023 through June 30, 2024 | \$15,450 |
| July 1, 2024 through June 30, 2025 | \$15,914 |
| July 1, 2025 through June 30, 2026 | \$16,391 |
| Total | \$63,505 |

Initial Term; Renewal

The Initial Term shall begin on the Effective Date and expire on the first anniversary of the Effective Date. Thereafter, this Order for Services will renew as set forth in the MSA.

Additional Terms

Company's provision of the Services will, at all times, be subject to and conditioned upon the terms and conditions set forth in the MSA which is hereby incorporated into this Order by this reference.

Unless otherwise provided herein, terms used in this Order that are not defined herein shall have the meaning attributable thereto in the MSA.

By: **COUNTY OF RIVERSIDE:**

 Pearl Rodriguez, Procurement Contract Specialist

Date: _____

Address: 3403 Tenth Street, Suite 300
Riverside, CA 92501

By: **PADMISSION, LLC:**


 Michael Shore, Chief Executive Officer

Date: 8/3/2022

Address: 5326 E Washington Street
Phoenix AZ 85034

FORM APPROVED COUNTY COUNSEL
 BY: 
 SYNTHIA M. GUNZEL DATE

ORDER FORM

| | | | |
|----------------|---|---------------------|--|
| Customer Name: | <u>County of Riverside ("Customer")</u> | | |
| Start Date: | <u>7/1/2022 ("Effective Date")</u> | Accounting Contact: | <u>Brandon Trahan</u> |
| Contact Name: | <u>James C. Moore</u> | Billing Address: | <u>3403 Tenth Street, Suite 300</u> |
| Phone: | <u>(951) 533-2863</u> | | <u>Riverside, CA 92501</u> |
| Email: | <u>jcmoorelll@rivco.org</u> | Billing Email: | <u>btrahan@rivco.org / Cell (951) 295-2310</u> |

Services

Padmission, LLC, a Delaware limited liability company (the "Company"), will provide Customer with the Company's web-based housing search platform for landlord engagement and housing search assistance for Customer's and/or Customer's community's housing assistance programs (the "Services") upon the terms and conditions set forth in that certain Master Service Agreement between Customer and Company, dated as of the Effective Date, and attached hereto (the "MSA").

Fees

Customer will pay a one-time fee of \$ **750** for Platform implementation and onboarding, due on the Effective Date (the "Implementation Fee"). In addition to the Implementation Fee, Customer will be billed annually, plus 3% CPI annual increase as provided below for the Services (collectively, the "Fees"), subject to the terms of Section 4 of the MSA.

| FISCAL YEAR PERIOD | ANNUAL PAYMENT |
|---|----------------|
| One-time Platform implementation and onboarding fee | \$750 |
| July 1, 2022 through June 30, 2023 | \$15,000 |
| July 1, 2023 through June 30, 2024 | \$15,450 |
| July 1, 2024 through June 30, 2025 | \$15,914 |
| July 1, 2025 through June 30, 2026 | \$16,391 |
| Total | \$63,505 |

Initial Term; Renewal

The Initial Term shall begin on the Effective Date and expire on the first anniversary of the Effective Date. Thereafter, this Order for Services will renew as set forth in the MSA.

Additional Terms

Company's provision of the Services will, at all times, be subject to and conditioned upon the terms and conditions set forth in the MSA which is hereby incorporated into this Order by this reference.

Unless otherwise provided herein, terms used in this Order that are not defined herein shall have the meaning attributable thereto in the MSA.

| | | | |
|----------|---|----------|--|
| By: | COUNTY OF RIVERSIDE: | By: | PADMISSION, LLC: |
| | <u>Pearl Rodriguez, Procurement Contract Specialist</u> | |  <u>Michael Shore, Chief Executive Officer</u> |
| Date: | | Date: | <u>8/3/2022</u> |
| Address: | <u>3403 Tenth Street, Suite 300</u> <u>Riverside, CA 92501</u> | Address: | <u>5326 E Washington Street</u> <u>Phoenix AZ 85034</u> |

FORM APPROVED COUNTY COUNSEL
 BY: Synthia M. Gunzel 8-23-22
 SYNTHIA M GUNZEL DATE

ORDER FORM

| | | | |
|----------------|---|---------------------|--|
| Customer Name: | <u>County of Riverside ("Customer")</u> | | |
| Start Date: | <u>7/1/2022 ("Effective Date")</u> | Accounting Contact: | <u>Brandon Trahan</u> |
| Contact Name: | <u>James C. Moore</u> | Billing Address: | <u>3403 Tenth Street, Suite 300</u> |
| Phone: | <u>(951) 533-2863</u> | | <u>Riverside, CA 92501</u> |
| Email: | <u>jcmoorelll@rivco.org</u> | Billing Email: | <u>btrahan@rivco.org / Cell (951) 295-2310</u> |

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Padmission, LLC, a Delaware limited liability company (the "Company"), will provide Customer with the Company's web-based housing search platform for landlord engagement and housing search assistance for Customer's and/or Customer's community's housing assistance programs (the "Services") upon the terms and conditions set forth in that certain Master Service Agreement between Customer and Company, dated as of the Effective Date, and attached hereto (the "MSA").

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Company's provision of the Services will, at all times, be subject to and conditioned upon the terms and conditions set forth in the MSA which is hereby incorporated into this Order by this reference.

Unless otherwise provided herein, terms used in this Order that are not defined herein shall have the meaning attributable thereto in the MSA.

| | | | |
|----------|---|----------|---|
| By: | COUNTY OF RIVERSIDE: | By: | PADMISSION, LLC: |
| | <u>Pearl Rodriguez, Procurement Contract Specialist</u> | |  <u>Michael Shore, Chief Executive Officer</u> |
| Date: | | Date: | <u>8/3/2022</u> |
| Address: | <u>3403 Tenth Street, Suite 300 Riverside, CA 92501</u> | Address: | <u>5326 E Washington Street Phoenix AZ 85034</u> |

FORM APPROVED COUNTY COUNSEL
 BY: Synthia M. Gunzel 8-23-22
 SYNTHIA M. GUNZEL DATE



MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT by and between P ADMISSION, LLC, a Delaware limited liability company, with its principal place of business at 5326 East Washington Street, #5, Phoenix, AZ, 85034 (the "Company") and the County of Riverside, a political subdivision of the State of California, on behalf of its Housing and Workforce Solutions (HWS) Department identified in the Order ("Customer") (individually Company and Customer are referred to as a "Party" and collectively as the "Parties"). Defined terms shall have the meanings set forth in Exhibit A, attached hereto. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Services.**

1.1. **Delivery of Services.** Subject to the terms and conditions of this Agreement, Company will provide the Services as set forth in the Order, or as selected by Customer in the course of Customer's use of the Platform. Company's sole duty is to provide the Services, and Customer is solely responsible for Customer's internal management, administration and use of the Services.

1.2. **Service Levels.** Subject to the terms and conditions of this Agreement, Company will use commercially reasonable efforts to make the Services available at least ninety-nine percent (99%) of the time as measured over the course of each calendar month during the Term; provided, however, this shall not include any unavailability which is due, in whole or in part, to any of the following: (a) acts or omissions by Customer or any User which do not strictly comply with this Agreement; (b) Customer's or its User's Internet connectivity; (c) Force Majeure Event; (d) failures, interruptions, outages or other problems with any software, hardware, system, network, facility or other matter not supplied by Company pursuant to this Agreement; (e) Scheduled Downtime; (f) Customer Failure; or (g) Suspension or termination of the Services as set forth in this Agreement. The occurrence of an exception identified in Sections 1.2(a)-(f) shall be determined by the Company, in its sole and absolute discretion, after the Company's reasonable investigation.

1.3. **Modifications.** Company reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services to its customers, (ii) the competitive strength of or market for Company's services or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

1.4. **Compliance.** Company will comply with the terms and conditions of this Agreement. Company will abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the provision of the Services, including those related to data privacy, international communications, and the transmission of technical or personal data. Company will comply with all applicable United States export control laws and regulations, including United States Export Administration Regulations and the requirement for obtaining any export license or agreement. Company will not, directly or indirectly, violate any United States law, regulation or treaty, or any other international treaty or agreement, relating to the export, re-export or release of any of the Services, associated technical data, or Data.

1.5. **Privacy.** Company agrees to protect the privacy rights of Users and acknowledges that its use of all Data will be at all times subject the terms and conditions of the Privacy Policy.

2. Customer Obligations.

2.1. **Technical Obligations.** To receive the Services and for the duration of the Term, Customer will meet the Customer Technical Obligations. Customer acknowledges and agrees that (a) Company is not responsible for the Customer Technical Obligations, and (b) if any of the Customer Technical Obligations are not satisfied, the Services or particular components of the Services may not be accessible or available to Customer.

2.2. **Users.** Customer may designate an unlimited number of Users within the Platform in connection with and Order for Services.

2.3. **Use of the Services.** Customer will specify a minimum of one Administrator through the Platform who will receive certain notifications as set forth in this Agreement and will have the rights to manage and administer the Services, including Users. Customer is responsible for: (a) maintaining the confidentiality of its password(s); (b) designating those of its employees who are Administrator(s) and Users authorized to access the Services; and (c) ensuring that all activities that occur in connection with the Services comply with the Agreement. Any misuse of the Services by Customer is a material breach of this Agreement for which Company may immediately terminate the Agreement. Further, Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Services by any User by or through any means controlled by Customer or any User, including any: (i) information, instructions or materials provided by any User to the Services or Company; (ii) results obtained from any use of the Services or Company Materials; and (iii) conclusions, decisions or actions based on such use.

2.4. **Compliance.** Customer will comply, and will ensure that Users comply, with the terms and conditions of this Agreement. Customer is responsible for all activity by Users in connection with the Services. Customer will abide, and will ensure that Users abide, by all applicable local, state, national and foreign laws, treaties and regulations in connection with use of the Services, including those related to data privacy, international communications, and the transmission of technical or personal data. Customer will comply, and will ensure all Users comply, with all applicable United States export control laws and regulations, including United States Export Administration Regulations and the requirement for obtaining any export license or agreement. Customer will not, and Customer will ensure all Users do not, directly or indirectly, violate any United States law, regulation or treaty, or any other international treaty or agreement, relating to the export, re-export or release of any of the Services, associated technical data, or Data.

2.5. **Privacy.** Customer agrees to protect the privacy rights of Users. Customer acknowledges that its use of, and any User's use of, the Services and all Data will be at all times subject the terms and conditions of the Privacy Policy.

2.6. **Unauthorized Use.** Customer will use all commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer will promptly notify Company of any unauthorized use of, or access to, the Services of which it becomes aware, including unauthorized use by any User, known or suspected breaches of security, and unlawful use of the Services or Company Intellectual Property Rights.

3. Term and Termination.

3.1. **Term.** This Agreement shall be effective July 1, 2022 and continue through June 30, 2026, unless terminated earlier. Company shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

3.2. **Initial Term; Prorated Terms.** The initial term of this Agreement is the length of time beginning on the Effective Date and ending after the number of months identified on the Order or through the Platform (the "Initial Term").

3.3. **Availability of Funds/Non-Appropriation of Funds** The obligation of Customer for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of county funding from which payment can be made. There shall be no legal liability for payment on the part of Customer beyond June 30 of each year unless funds are made available for such payment by the Riverside County Board of Supervisors. In the event such funds are not forthcoming for any reason, Customer shall immediately notify Company in writing and this Agreement shall be deemed terminated and be of no further force or effect. Customer shall make all payments to Company that were properly earned prior to the unavailability of funding.

3.4. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice: (a) with regard to obligations other than payment obligations, if the other Party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice, or immediately as provided in this Agreement; (b) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; (c) the other Party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches; or (d) with regard to Customer's payment obligations, Company may immediately (or, at its option, after Suspension of access to the Services pursuant to Section 6.2 below) terminate this Agreement for failure to pay any Fees when due pursuant to Section 4.1.

3.5. **Termination for Convenience.** After the Initial Term, either Party may terminate this Agreement without cause upon a minimum of 30 days advance notice to the other Party. Termination will be effective at the end of the then-current Term during which notice was received by the non-terminating Party.

3.6. **Effect of Termination.** Upon termination of this Agreement: (a) all rights and licenses granted under this Agreement will terminate, (b) Customer will pay Company all Fees owed and outstanding, (c) upon Customer's written request, Company will provide Customer with a copy of the Data within 30 days of such termination, in a format acceptable to Company, and (d) upon request, each Party will return or destroy the Confidential Information of the other Party. If Company terminates due to Customer's material breach or if this Agreement is terminated without cause by Customer, Customer is not entitled to a refund of any Fees and Company will not refund any Fees that Customer has paid. If Customer terminates due to Company's failure to cure its material breach of this Agreement, Company will refund, pro rata, any Fees Customer has paid Company for the terminated duration of the current subscription to the Services; provided, however, Customer agrees that Customer's sole remedy for Company's failure to meet the availability requirements established in Section 1.2 within a given month shall be a pro-rata credit for Services equal to the amount of time the Services were unavailable in excess of such requirements. Customer agrees that it must provide prior written notice to Company in order to be eligible for a service credit in connection with any unavailability of the Services.

4. **Fees and Payment.**

4.1 **Fees.** Customer will pay all Fees for the Services as set forth in the Order. Customer shall make all payments hereunder in US dollars. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then-current Renewal Term, upon 30 days prior notice to Customer. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to support@padmission.com.

4.2 **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Company's income.

4.3 **Purchase Orders.** Any terms and conditions on any purchase orders of Customer other than the Order are not binding on Company and are null and void regardless of whether the purchase orders were received by Company.

5. **Support Services.**

5.1. **By Customer.** Customer will, at its own expense, respond to questions and issues raised by Users relating to their use of the Services. Customer will use commercially reasonable efforts to resolve support issues brought to its attention on its own, without escalation to Company, including, without limitation, assisting Users with registration and login. Customer will provide reasonable instruction to its Users in connection with account creation, login, searching the Platform, adding, activating, and reactivating properties with the Platform, and using other available features and functionality within the Platform.

5.2. **By Company.** If Customer cannot resolve a support issue under Section 5.1, then an Administrator may escalate the issue to Company and Company will use commercially reasonable efforts to provide support to such User. In addition, Company will provide: (i) Customer with the Implementation Guide and assist Customer with setup, configuration, and launch; and (ii) routine Platform updates and fixes, ongoing support, and training as made commercially available to other Platform users and customers. Company will provide support to Customer via email or video-conferencing software and Company will use commercially reasonable efforts to respond to any Customer support request within 72 hours.

6. **Suspension of the Services.**

6.1. **By Customer.** If Customer becomes aware of a User's violation of this Agreement, Customer will Suspend the applicable User. If Customer fails to Suspend a User pursuant to this paragraph, then Company reserves the right to do so. The Suspension of a User will continue until Company is reasonably satisfied that the applicable User has cured the breach which caused the Suspension and Customer pays to Company any damages incurred by Company due to the User's breach.

6.2. **By Company.** If Customer materially breaches the terms of this Agreement, and fails to cure such material breach within the applicable period set forth in Section 3.4, including any failure to pay any Fees, Company reserves the right to Suspend use of the Services, or particular components of the Services, upon written notice to Customer until the breach is cured or Company terminates this Agreement.

6.3. **For Emergency Security Issues.** If there is an Emergency Security Issue, Company may immediately Suspend the offending use. Suspension will be to the minimum extent and duration that Company deems to be required to prevent or terminate the Emergency Security Issue. If Company Suspends a User, Company will provide Customer the reason for the Suspension as soon as is reasonably possible.

7. **Confidential Information.**

7.1. **Obligations.** Each Party will: (a) hold and keep the other Party's Confidential Information in strict confidence; (b) protect the other Party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (c) not disclose the Confidential Information,

except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each Party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each Party is responsible for any actions of its Affiliates, employees and agents in violation of this Section 7.

7.2. **Exceptions.** Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew as evidenced by its written records; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

7.3. **Required Disclosure.** Each Party may disclose the other Party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other Party; (b) gives the other Party the opportunity to challenge the disclosure; and (c) releases only so much of the Confidential Information as required by law and properly requests confidential treatment of that information.

7.4. **Third-Party Requests.** Customer is responsible for responding to Third-Party Requests. Company will, unless it is prohibited by law or by the terms of the Third-Party Request: (a) promptly notify Customer of its receipt of a Third-Party Request in a manner permitted by law; (b) comply with Customer's reasonable requests, at Customer's expense, regarding its efforts to oppose a Third-Party Request; and (c) provide Customer, at Customer's expense, with reasonable assistance and the information or tools required for Customer to respond to the Third-Party Request.

8. **Intellectual Property Rights.**

8.1. **Intellectual Property Rights.** Except as expressly set forth herein, this Agreement does not grant either Party any rights, implied or otherwise, to the other's Intellectual Property Rights. As between the Parties, Customer owns all Intellectual Property Rights in its Data, and Company and its licensors own all Intellectual Property Rights in the Services, Platform, Resultant Data, Company Materials, and Third-Party Materials.

8.2. **License to Company.** Customer hereby grants to Company a non-exclusive, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use Data in connection with the Company's provision of the Services.

8.3. **Suggestions.** Customer hereby grants to Company a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services or Platform any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

8.4. **Reservation of Rights.** Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Platform, Company Materials or Third-Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, Platform, the Company Materials and the Third-Party Materials are and will remain with Company and the respective rights holders in the Third-Party Materials.

8.5. **Federal Government End Use Provisions.** Company provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

9. **Restrictions on Use.**

Customer will comply, and will ensure Users comply, with the Terms of Service and Privacy Policy. Customer will not, and will use commercially reasonable efforts to ensure Users do not: (a) alter information transmitted through the Services (except as required to comply with the terms of this Agreement or commercially reasonable internal policies of Customer); and (b) share content or documentation provided by Company to Customer as a part of Company's provision of the Services with any third party.

10. **Publicity.**

The Company agrees that it will not disclose, and will not include in any public announcement, the name of or logo of Customer without the written consent of Customer unless and until such disclosure is required by law or applicable regulation, and then only to the extent of such requirement.

11. **Representations and Warranties.**

11.1 **Mutual Warranty.** Each Party represents and warrants that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

11.2 **Additional Customer Warranties.** Customer represents, warrants and covenants to Company that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Data so that, as received by Company and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law.

11.3 **Additional Company Warranties.** Subject to the terms and conditions of this Agreement, Company warrants that the Services will perform substantially in accordance with the Documentation. For any breach of this warranty, the exclusive remedy is as provided in Section 3.4 and Section 3.6.

12. **Disclaimer.**

THE SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE CUSTOMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, WARRANTIES AGAINST INTERFERENCE WITH ENJOYMENT OF INFORMATION, AND WARRANTIES OF QUALITY AND ACCURACY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. **Voiding of Warranties and Indemnifications.**

Any and all warranties and indemnifications will be void as to Services where the non-compliance is caused by or related to: (a) the acts or omissions of non-Customer personnel or third parties; (b) misuse, theft, vandalism, fire, water or other peril; (c) any impermissible alterations or modifications made to any Services by the Customer, its employees, independent contractors, representatives, or agents; or (d) use of the Services in violation of this Agreement.

14. **Indemnification.**

14.1 **By Customer.** Customer shall and hereby does indemnify and agrees to pay, defend, and hold harmless Company and its Affiliates and each of their respective officers, directors, shareholders, employees and independent contractors and their successors and assigns for, from, and against any loss, liability, claim demand, cost, or expense (including attorneys' fees) arising out of or pertaining in any manner to use of the Services by Users, or otherwise arising out of: (a) the relationship between Customer and any of its employees or independent contractors; (b) any information or Data provided by Customer or Users; (c) that Customer information or Data infringe or misappropriate any Intellectual Property Rights; (d) Customer's or its employees or independent contractors use of the Services in violation of this Agreement; and (e) Suspension of any User.

14.2 **By Company.** Company shall and hereby does indemnify and agrees to pay, defend, and hold harmless Customer, its Affiliates, and their successors and permitted assigns for, from, and against any loss, liability, claim demand, cost, or expense (including attorneys' fees) arising out of or pertaining in any manner to: (a) Company's violation of applicable law; (b) Company's material breach of its obligations under this Agreement; and (c) a third party claim that Company's Intellectual Property Rights in and to the Services, Platform, Company Materials, or Third-Party Materials infringe or misappropriate any third-party Intellectual Property Rights. Notwithstanding the foregoing and in addition to the events stated in Section 13, in no event will Company have any obligations or liability under this Section 14.2 arising from: (a) use of the Services in a modified form or in combination with materials not furnished by Company, and (b) any information or Data provided by Customer or its Users.

14.3 **Possible Infringement.** If Company reasonably believes the Services infringe a third party's Intellectual Property Rights, then Company will: (a) obtain the right for Customer, at Company's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringes. If Company does not believe the foregoing options are commercially reasonable, then Company may Suspend or terminate Customer's use of impacted portions of the Services. If Company terminates the impacted portions of the Services, then Company will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of the Services.

14.4 **General.** The Party seeking indemnification will promptly notify the other Party of the claim and cooperate with the other Party in defending the claim. The indemnifying Party has full control and authority over the defense, except that: (a) any settlement requiring the Party seeking indemnification to admit liability or to pay any money will require that Party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other Party may join in the defense with its own counsel at its own expense. **THE INDEMNITIES, RIGHTS AND REMEDIES IN THIS SECTION 14 ARE THE ONLY REMEDIES UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

15. **Limitation of Liability.**

15.1 **Limitation of Liability.** Customer acknowledges and agrees that, in light of the many potential tasks for which the Services may be used and the diverse environments in which the Services may be used, use of the Services remains the sole responsibility and liability of Customer. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOST PROFITS OR REVENUES, EQUIPMENT DOWN-TIME, LOSS OF DATA OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY DISCLAIMS ALL LIABILITY OF ANY KIND OF COMPANY'S LICENSORS.

15.2 **Limitation on Amount of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, COMPANY'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMPANY IN THE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE LIABILITY.

15.3 **Exceptions to Limitations.** These limitations of liability do not apply to breaches of confidentiality obligations or violations of a Party's Intellectual Property Rights by the other Party.

16. **Miscellaneous.**

16.1. **Notices.** All notices provided pursuant to this Agreement will be in writing and deemed effective upon delivery. Notices will be deemed to have been delivered if addressed to the Chief Executive Officer of recipient at the address set forth in the Order or received at an email address provided by the recipient on (a) the date of personal delivery or confirmed email transmission, (b) five days after deposit in the United States mail, first class, postage prepaid, certified and return receipt requested, or (c) one day after deposit with a reputable national overnight courier service. A Party may designate a different address or facsimile number for the delivery of notices upon ten (10) days' prior written notice to the other Party.

16.2. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party, not to be unreasonably withheld, except (a) to an Affiliate, or (b) in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets not involving a direct competitor of the other Party. In the event of a permissible assignment under this Agreement, the assignee must agree in writing to be bound by the terms of this Agreement and the assigning Party must notify promptly the other Party of the assignment. Any other attempts to assign this Agreement are null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

16.3. **Force Majeure.** Neither Party will be liable for inadequate performance to the extent caused by a Force Majeure Event, provided that the affected Party resumes full performance as promptly as possible following the Force Majeure Event.

16.4. **No Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of that provision on any other occasion.

16.5. **Severability.** In the event that any provision of this Agreement is deemed unlawful or otherwise unenforceable by any tribunal of competent jurisdiction, that provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Each and every provision or restriction set forth in this Agreement is independent and severable from the others, and no provision or

restriction will be rendered unenforceable by virtue of the fact that, for any reason, any other provision or restriction may be unenforceable in whole or in part.

16.6. **No Agency.** The Parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

16.7. **No Third-Party Beneficiaries.** Except as expressly set forth in the indemnification provisions of Section 14 above, there are no third-party beneficiaries to this Agreement.

16.8. **Equitable Relief.** Nothing in this Agreement will limit either Party's ability to seek equitable relief. Customer acknowledges and agrees that the breach or threatened breach of Sections 7, 8, 9 and 16.2 will cause immediate and irreparable harm to Company for which monetary damages would be an inadequate remedy and, in the event of such a breach or threatened breach, Company will have, in addition to any other rights it may have, the right to seek equitable relief, including injunctive relief, without an obligation to prove actual damages, post bond or other security.

16.9. **Governing Law and Disputes.** This Agreement, and any disputes arising out of or related to this Agreement, will be governed exclusively by the laws of the State of California, without regard to conflicts of laws principles or the United Nations Convention on the International Sale of Goods. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California or federal court that is located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

16.10. **Amendments; Interpretation.** Any amendment to this Agreement must be in writing and expressly state that it is amending this Agreement. The titles of sections and subsections contained in this Agreement are for convenience only. They form no part of this Agreement and they are not to be used in the construction or interpretation of this Agreement. Any and all uses of the word "including" in this Agreement mean "including without limitation."

16.11. **Survival.** Sections 3.6, 4.1, 7, 8.1, 8.3, 9, 10, 12, 13, 14, 15, and 16 survive the expiration and termination of this Agreement.

16.12. **Entire Agreement.** This Agreement, including all Exhibits and all documents referenced herein and hereby incorporated by reference, is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

16.13. **Interpretation of Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, this Agreement will control.

16.14. **Counterparts.** The Parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, each of which will be considered an original, and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED TO:

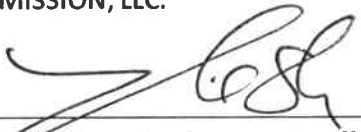
County of Riverside:

By: _____
Pearl Rodriguez, Purchasing Contract
Specialist

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 8-23-22
SYNTHIA M. GUNZEL DATE

PADMISSION, LLC:

By: 
Michael Shore, Chief Executive Officer

Date: 8/3/2022

EXHIBIT A - DEFINITIONS

Definitions. In addition to definitions provided elsewhere in this Agreement, the following terms have the meaning ascribed to them:

“Administrator(s)” means those Users that Customer designates in the Platform who administer the Services on Customer’s behalf.

“Affiliate” means any entity directly or indirectly controlling, controlled by or under common control with the subject entity. For purposes of this definition, the terms “controlling”, “controlled by” or “under common control with” means the possession, direct or indirect, of the power to direct or cause the direction of the management of the subject entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect at least 50% of the directors, managers, or persons exercising similar authority with respect to the subject entity.

“Agreement” means this Master Service Agreement, Terms of Service, and Privacy Policy which are incorporated into and made a part of this Agreement.

“Confidential Information” means information disclosed by a Party to the other Party under this Agreement that is marked as confidential or a reasonable person would consider confidential under the circumstances. Data is Customer’s Confidential Information.

“Company Materials” means the Platform, Documentation and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Company or any subcontractor in connection with the Platform or otherwise comprise or relate to the Platform. For the avoidance of doubt, Company Materials include Resultant Data and any information, data or other content derived from Company's monitoring of Customer's or its User's access to or use of the Services.

“Customer Failure” means any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

“Customer Technical Obligations” means all necessary software, hardware, and network infrastructure required to access the Services, including without limitation, compatible operating systems, web-browsers, and internet connectivity. **“Data”** means all data and information provided or submitted by Customer or its Users to the Platform; provided, however, Data does not include Resultant Data.

“Documentation” means any manuals, instructions or other documents or materials that the Company provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Platform or Company Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

“Effective Date” means the date set forth in the Order.

“Emergency Security Issue” means: (a) a User’s use of the Services in violation of this Agreement; (b) a User’s use of the Services in a manner which could disrupt (i) the Platform, (ii) other Users’ use of

the Platform, or (iii) the network or servers of Company or its licensors that are used to provide the Services; or (c) unauthorized third-party access to the Services.

“**Fees**” means the amounts owed by Customer to Company for the Services as described in an Order.

“**Force Majeure Event**” means the existence of a condition that is beyond a Party’s reasonable control, for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance.

“**Implementation Guide**” means the materials, information, and assistance provided by Company to assist Customer in the initial setup and configuration of the Platform to encourage a successful launch and User adoption of the Platform and associated services for stakeholders in Customer communities.

“**Intellectual Property Rights**” means current and future worldwide rights under patents and patent applications, and all patents issuing from the patent applications, together with any and all divisionals, continuations or continuations-in-part, substitutions, extensions, registrations, confirmations, reissues, re-examinations, and renewals, know-how, inventions, copyrights, trade secrets, trademarks, trade dress, moral rights, other similar proprietary rights and all foreign counterparts of the foregoing.

“**Order**” means either (1) the information and selections made by Customer on Company’s website or (2) document(s) entered into between Customer and Company, and any addendums thereto, either or both of which are incorporated into and made a part of this Agreement, setting forth the details of Customer’s order for the Services and that may contain the details of the following terms: (a) Fees; (b) number of Users; (c) Initial Term and renewal, if applicable; and (d) any other additional terms governing the Order. The foregoing shall not be deemed final and an “Order” for purposes of this Agreement unless and until Company has indicated its acceptance as evidenced by issuing an Order confirmation.

“**Platform**” means the online housing search platform developed by Company, including any applications, features, functionality, or services.

“**Privacy Policy**” means the acceptable Privacy Policy for the Services posted on Company website at <www.padmission.com>, as updated by Company from time to time, which is incorporated into and made a part of this Agreement.

“**Resultant Data**” means information, data and other content that is derived by or through the Services from processing Data and is sufficiently different from such Data that such Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content.

“**Scheduled Downtime**” means reasonable Platform unavailability or downtime for routine maintenance of the Platform upon prior notice to Customer within the Platform.

“**Services**” means Company’s provision of the Platform, and all features, functionality, or components thereof, and any other services provided by Company under this Agreement.

“**Suspend**” and “**Suspension**” means the immediate disabling of access to the Services, to prevent further use of the Services.

“Term” means the Initial Term as defined in Section 3.2 and all Renewal Terms as defined in Section 3.3.

“Terms of Service” means the acceptable Terms of Service for the Services posted on Company website at <www.padmission.com>, as updated by Company from time to time, which is incorporated into and made a part of this Agreement.

“Third-Party Materials” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Company.

“Third-Party Request” means a request from a third party for records relating to a User’s use of the Services. Third-Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order or written consent from the Customer or User permitting the disclosure.

“User” means an employee of Customer or an independent contractor authorized by Customer to use the Services.