



A Special Electronic Meeting of the West Valley City Housing Authority will be held on Tuesday, November 12, 2019, at 6:30 PM, or as soon thereafter as the Redevelopment Agency Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

KAREN LANG, CHAIR
STEVE BUHLER, VICE CHAIR

A G E N D A

1. Call to Order- Chair Karen Lang
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. June 4, 2019
5. Resolutions:
 - A. 19-03: Approve an Agreement Between the Housing Authority and Lindsey Software Systems, Inc. for Certain Software and Related Services
6. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

MINUTES OF THE HOUSING AUTHORITY REGULAR MEETING – JUNE 4, 2019

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THE HOUSING AUTHORITY OF WEST VALLEY CITY MET IN REGULAR SESSION ON TUESDAY, JUNE 4, 2019, AT 7:41 P.M IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Chair
Steve Buhler, Vice- Chair
Jake Fitisemanu
Tom Huynh
Ron Bigelow
Don Christensen
Lars Nordfelt

STAFF PRESENT:

Wayne Pyle, Chief Executive Officer
Nichole Camac, Secretary

Paul Isaac, Assistant City Manager/HR Director
Eric Bunderson, City Attorney
Layne Morris, CPD Director
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Nancy Day, Parks and Recreation Director
Russ Willardson, Public Works Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 7, 2019

The Board considered Minutes of the Regular Meeting held May 7, 2019. There were no changes, corrections or deletions.

Mr. Christensen moved to approve the Minutes of the Regular Meeting held May 7, 2019.
Mr. Fitisemanu seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING THE FY 2019-2020 BUDGET

MINUTES OF THE HOUSING AUTHORITY REGULAR MEETING – JUNE 4, 2019

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Chairperson Lang informed a public hearing had been advertised for the Regular Housing Authority Meeting scheduled June 4, 2019, in order for the Board to hear and consider public comments regarding the FY 2019-2020 Budget.

Written documentation previously provided to the City Council included information as follows:

This resolution adopts the final budget for the Housing Authority of West Valley City for the 2019-2020 fiscal year after receiving public comment at a hearing on June 4, 2019.

The Housing Authority adopted a tentative budget that was made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before adopting this final budget for FY 2019-2020.

Chairperson Lang opened the Public Hearing. There being no one to speak in favor or opposition, Chairperson Lang closed the Public Hearing.

ACTION: CONSIDER RESOLUTION 19-02, ADOPT THE ANNUAL BUDGET OF THE WEST VALLEY CITY HOUSING AUTHORITY FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020

The Housing Authority previously held a public hearing regarding proposed Resolution 19-02 that would adopt the annual budget of the West Valley City Housing Authority for the fiscal year commencing July 1, 2019 and ending June 30, 2020.

Upon inquiry by Chairperson Lang there were no further questions from members of the Agency, and she called for a motion.

Mr. Nordfelt moved to approve Resolution 19-02.

Mr. Christensen seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Christensen	Yes

MINUTES OF THE HOUSING AUTHORITY REGULAR MEETING – JUNE 4, 2019

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Mr. Nordfelt	Yes
Chair Lang	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Mr. Fitisemanu, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE HOUSING AUTHORITY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, JUNE 4, 2019, WAS ADJOURNED AT 7:42 PM. BY CHAIRWOMAN LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the Housing Authority of West Valley City held Tuesday, June 4, 2019.

Nichole Camac
Secretary

Item: _____

Fiscal Impact: _____

Funding Source: H.A Administrative Fees

Account #: 26V-6094-40240

Budget Opening Required: _____

ISSUE:

To enter into a contract with Lindsey Software for Housing. This will replace the current Tenmast Software.

PURPOSE:

The West Valley City Housing Authority is requesting approval to enter into a contract with Lindsey Software. We request approval to enter into this contract of \$36502.00 for new housing software. This amount includes the initial set-up and fees along with the maintenance of the software. The contract also includes an amount of \$16502.00 annually for the second and third years.

BACKGROUND:

In order to meet federal standards and maintain our "High Performer Status" with HUD. The housing authority requires specific software. We researched and demoed several different vendors. Lindsey software far exceeded any of the other vendors with the cost, and the valuable knowledge of the housing industry regulations. Lindsey is a third-generation software company who not only knows the rules and regulations for housing authorities but, they know how to implement them in their software in a timely manner. Lindsey is a HUD approved housing software vendor.

RECOMMENDATION:

Approval of the housing authority to enter into the contract with Lindsey software. This will allow the housing authority to continue to provide affordable housing for low and moderate -income families.

SUBMITTED BY:

Cheryl Syme

HOUSING AUTHORITY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE HOUSING AUTHORITY AND LINDSEY
SOFTWARE SYSTEMS, INC. FOR CERTAIN SOFTWARE
AND RELATED SERVICES.**

WHEREAS, the Housing Authority of West Valley City, Utah (the “Authority”) requires client management and payment software and implementation services; and

WHEREAS, Lindsey Software Systems, Inc. (“Lindsey”) is able and willing to provide said software and services; and

WHEREAS, the price of said software and services is within existing budget parameters and meets the Authority’s needs; and

WHEREAS, an agreement has been prepared by and between the Housing Authority and Lindsey (the “Agreement”) setting forth the terms on which the Authority will acquire the software and services from Lindsey; and

WHEREAS, the Board of Commissioners of the Housing Authority of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of West Valley City, Utah that the Agreement is hereby approved and that the Chair and Chief Executive Officer are authorized to execute said Agreement and any other documents necessary to complete the purchase, subject to final approval of the Agreement and other documents by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2019.

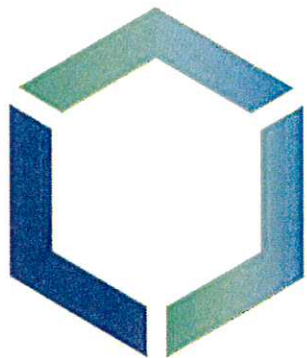
HOUSING AUTHORITY OF WEST VALLEY
CITY

CHAIR

ATTEST:

SECRETARY

This proposal is being submitted by:



LINDSEY
SOFTWARE SYSTEMS

Lindsey Software Systems
500 President Clinton Avenue
Suite 401
Little Rock, AR 72201
Phone: (501) 268-5324
Fax: (501) 268-5175
E-mail: John.Lindsev@lindsevsoftware.com



June 26, 2019

Cheryl Syme
West Valley City Housing Authority
3600 S. Constitution Blvd
West Valley City, UT

Hi Cheryl,

Thank you for giving me the opportunity to show you Lindsey Software and for your consideration of Lindsey Software as your new housing management software provider.

Lindsey Software will provide your agency with the most comprehensive software solution in the market today. Our integrated software solutions are designed to meet your housing management and accounting needs in one, easy-to-use system – no third-party applications are needed. Our new version 8.0 gives you something nobody else in the industry offers: the ability to manage all tenant and applicant processes from one screen: tenant transactions, applications, create and manage work orders, charge and accept tenant payments and much more all from one screen. And, in the process, we just might save you money.

We now serve approximately 800 clients across the United States and our extensive software package includes all accounting functions, a comprehensive tenant management system, mobile solutions for maintenance, online payments and a detailed reports system.

Again, thank you for considering our software. I really look forward to you joining the Lindsey Family.

Sincerely,

A handwritten signature in black ink, appearing to read "John", written over a light blue horizontal line.

John Lindsey, CEO
Lindsey Software Systems, Inc.



COMPANY HISTORY

Lindsey Software has been serving the needs of the public housing industry since 1959. Today, we have nearly 800 clients in 49 states, making us the nation's largest provider of housing management software and accounting systems for the public housing industry. Our history ranges from working with the smallest rural housing agency to some of the largest, and our experience has taught us the unique needs of public housing authorities.

At Lindsey Software, we know that shrinking budgets and the resulting job cuts have made finding a comprehensive software package a necessity for housing authorities around the country.

Our expansive list of software modules will provide you with assistance in all areas of your housing operation. Since all of our software is developed by our own in-house team of programmers, you can rest assured that we are always working to make our robust software system better for the growing needs of PHAs around the country.

In addition, we offer technical support and training services that go way beyond the norm in this industry. Our commitment to client service has made us an industry leader. Lindsey Software customizes its on-site training program for your housing office. We train your employees on your system using your data – just another way we reduce data entry and avoid costly mistakes.

Lindsey Software was initially developed in 1982 and has undergone several generations of updates since that time. The Windows version of our software was released in January 2000 and now has more than double the client base of our next closest competitor. We just released version 8 and all of our customers are on the same version.

With our “wizard” technology, which walks you through data entry to avoid fatal errors, you are assured your information is verified and never has to be revised at a later date. Our experience in the public housing industry has allowed us to develop software modules that meet all of your needs. In fact, with Lindsey Software, you will not need a third-party reporting service – or any third-party applications for that matter – as our system produces more than 300 different reports from our modules.

If you were to use our Fee Accounting, we would do all of the accounting on your server so your information would always be the most up to date.



Currently, Lindsey Software features the following software modules:

- Tenant & Applicant Processing
- Tenant Accounts Receivable
- Accounts Payable
- Inventory
- Purchase Orders
- Payroll
- Cash Receipts
- Bank Account Manager (BAM!)
- Security System
- Document Management System
- Word Processing Bridge
- Section 8 Accounts Receivable
- General Ledger
- Work Orders
- Report Writer
- Fixed Assets
- Rent Reasonable
- Excess Utilities
- FDS-AT (*Auto Transmission*)

Lindsey Software offers the following Apple iOS based mobile apps:

- Mobile Work Orders available on iPad only
- Section 8 Inspections available on iPod, iPhone or iPad
- PH Inspections available on iPod, iPhone or iPad
- Fixed Asset Tracking available on iPod, iPhone or iPad
- Meter Reading available on iPod, iPhone or iPad
- Inventory available on iPod, iPhone or iPad
- Resident Portal App for tenants

Lindsey Software web-based applications:

- Resident Applications
- Resident Portal
 - Tenants can pay rent and other charges online, on their phone or by text
 - Tenants can request maintenance online, or on their phone
 - Tenants can submit an intent to vacate
- Text Messages – you can text a tenant about a package in the office or send out an emergency alert.
- Emails – HousingManager.com has the ability to email all tenants or only those in family or elderly housing to alert them about upcoming pest control.
- HousingManager.com Work Orders – a web based work order management system for clients with multiple sites and can be used by small agencies who do not have any software.

Lindsey Software has a staff of approximately 50 trained employees, 5 of these are CPA's. All of Lindsey Software is written and supported by Lindsey employees. In fact, we do the fee accounting for more than 450 housing authorities on the same software our customers use. Despite the increase in the number of products we sell and support growing more than 4 times and our customer base doubling, the average number of support tickets we receive on a daily basis has remained about the same. This is a testament to the ease of use of our software and because we are constantly adding functionality to make your job easier as part of our ongoing license fees.



Our headquarters is located at 500 President Clinton Avenue in Little Rock with another office in Searcy AR.

Because of the scope of services we provide, it is imperative we work closely with HUD to ensure a smooth transition for any new changes. Our software department has never missed any HUD deadlines for implementing changes.

Lindsey Software provides our clients with the best possible solutions to manage their agencies. We are always working to improve our software solutions and, thus, make things easier on you. That is another advantage of having our own in-house programmers – in addition to the fact that it also helps keep your costs down while our competitors' prices seemingly rise at a steady rate each year. And, with our own software programmers, we can take into consideration your recommendations for bettering our software.

At Lindsey Software, we use our vast experience in the housing industry to provide you with a framework that is easy to use and powerful enough to give you all of the software solutions you need without having to rely on any third-party applications. As our tagline states, **"Bring all of your systems under one roof"** with Lindsey Software Systems.

NOTABLE FEATURES

When you select Lindsey Software, you not only select a company with deep roots and an even deeper understanding of the public housing industry, you also select a company that provides services that other providers simply cannot match. These include:

- 1) Lindsey Software features a multitude of helpful modules that provide error-free solutions. With our "wizard" technology, which walks you through data entry to avoid fatal errors, you are assured that your information is verified and never has to be revised at a later date. Our experience in the public housing industry has allowed us to develop software modules that meet all of your needs – NO THIRD-PARTY APPLICATIONS OR ADDITIONAL ACCOUNTING SOFTWARE ARE NEEDED.
- 2) Customer support has been the driving force behind our success. Lindsey Software will have you up and running on your software system in a matter of minutes ... not hours or days. Some software vendors send your questions to their in-house "expert," who will assist you when it is convenient to their schedule. Lindsey Software takes support calls in the order they are received, so whether your Housing Authority is our largest client, our smallest or simply somewhere in between, you are guaranteed to get the help you need fast.
- 3) The Lindsey Software technical support staff is also our training staff, so you are guaranteed to work with a trained professional for all of your needs – not contracted help desk personnel that have never seen the inside of a housing authority. Our staff spends more than 80 days a year traveling the country and working with our clients on-site, which provides us with an even greater understanding of the housing industry and shows our dedication to customer service. So,



when you have a question for a Lindsey Software representative, you will be confident that they know the unique needs of housing authorities.

4) Lindsey Software believes that open lines of communication are the key to any successful business relationship. That is why we go above and beyond to keep our clients of what is happening with their software and within their industry in general. The Lindsey News is a bi-monthly newsletter delivered by mail with tips for using Lindsey Software, important HUD news and information and new technology updates. The Lindsey Housing Digest is our daily e-mail newsletter that provides news and notes from more than 15 government web sites each day to keep you in the loop on all activities that affect your PHA.

5) Lindsey Software is dedicated to providing the necessary training to maximize your investment. With shrinking budgets and decreased staff, we know the importance of having a properly functioning software system. We come to your office and spend the needed time with your staff to ensure that our software solutions are meeting your needs. We also offer additional training opportunities throughout the course of the year – on-site, online, over the phone and in our office – so you can rest assured that your staff will always be up-to-date with our product.

6) We developed the Lindsey Communications Service to allow our clients to spend more time on their workload and less time making sure their software is up-to-date. Working in a similar fashion to Windows update for your computer – without the other hassles of having a web-based software system – this service downloads updates automatically, so you don't have to search web pages and wait for downloads. You are always working on the most current version of Lindsey Software.

7) Lindsey Software has nearly 60 years of experience in public housing accounting systems. In fact, our company has one of the country's top fee accounting departments right in our Arkansas offices. Our history is in management and accounting, and our software system grew from that experience. Building a functional software system for public housing takes much more than computer experience, and Lindsey Software can offer the best of both worlds.

8) Lindsey Software knows that pricing is one of the most important factors in selecting a software vendor. We changed our pricing structure to include flat fees, so you know what to budget for the upcoming year. With unlimited support and automatic software upgrades, you not only get the best software package in the industry, but you also get it at the best price.



LINDSEY SOFTWARE SOLUTIONS

◆ TENANT & APPLICANT PROCESSING

This module is the central part of Lindsey Software's solutions. With the release of version 8.0, the Family Master is now the entry point of potential tenant and applicant while also giving you the ability to add and edit a work order, create a tenant charge and accept a payment, create adjustments to charges, create HAP Invoices and edit them, plus the ability to create and maintain Work Orders. The Family Master Screen will be where you do 95% of your work. Most important processes for a housing manager. This particular module uses "wizards" for all transactions to help eliminate mistakes before they happen, including a verification of your 50058 data before submission. Application entry, waiting list transactions and reports, tenant histories, Section 8 and low rent reports are all processed within this module. Rent, HAP and Utility amounts are also created here and passed to other Lindsey Software modules, particularly Tenant Accounts Receivable and Accounts Payable. As you can see on the screen below, you can do all of the things you normally do in one screen.

Family Master:

Family Master - 10428-1234 - SMITH, KARLA W

Exit Save Activity Audit Delete HMI Application Application Issue Voucher Move-Out Transfer Re-Exam Unit Tenant Files

Family Master Actions

SSN: 104281234 # - Name: 10428 - SMITH, KARLA W Prev Next Amount Due \$215.00

Public Housing Work Orders Fixed Assets HAP Invoices Emergency Contact Utility Checks Lease Violation Crime

Tenant Family Rent History WL Status TAR History TTP Appointments FSS/WTW Reports LR Inspections Utilities

Resident Status
 Active - Public Housing
 1-01-S176 BR Size: 2
 Move-In Date: 05/05/2009 Last Renewal Date: 05/01/2017 Family Size: 3
 Transfer Date: 08/19/2016 Next Renewal Date: 05/01/2018 Disabled
 Move-Out Date:
 Case Worker: Michele Pearson

Physical Address
 Address Line 1: 176 MAIN STREET
 Address Line 2:
 City: Searcy State: AR Zip: 72143

Contact Information
☒ Same as Physical
 Mailing Address House / PO # Street Name or 'PO BOX' Unit #
 Address Line 1: 176 MAIN STREET
 Address Line 2:
 City: Searcy State: AR Zip: 72143
 Phone #1: 555-555-5555 Desc: Phone #2: 555-555-5555 Desc:
 Email:

Current TTP
 Effective Date: 05/01/2017
 TTP: 215
 Utility Allow: 0
 Family Rent: 215

Add Picture



◆ WORD PROCESSING BRIDGE

The Word Processing Bridge module is designed to allow users to easily and efficiently print individual letters to a large number of tenants or individual tenants depending upon what parameters are selected. We have a token database of over 700 tokens that relate to your Lindsey data. Word Processing Bridge will be one of your most resourceful modules. From automatically printing your daily re-exam letter to printing your lease, you will find Word Processing Bridge to be your best friend. It is also integrated with the signature pad if you purchase the eTenant Files.

Highlights of this module include:

- Ability to create and edit letters and forms with unlimited changes and versions as needed
- Numerous parameters and filtering options that enable you to narrow down your tenant audience for targeted letters / bulk mailings for your housing authority.
- Over 600 merge fields “tokens” available for inserting into your letters and forms.
- Ability to store unlimited letters or forms.
- Pulls accurate information directly from other Lindsey modules making each letter as customizable as you would like pertaining to each household.

(The Word Processing Bridge allows you to customize your reports)

◆ ACCOUNTS PAYABLE

Integrating with Tenant & Applicant Processing, Purchase Orders, Fixed Assets and the General Ledger, Accounts Payable is another important module of the Lindsey Software system. Not only does Accounts Payable simplify the tasks of invoice entry and check printing, it also generates a variety of other documents, including Section 8 Invoices by PHA, HUD 2516 Minority Vendor Reports and IRS 945 Back-Up Withholding statements.

◆ TENANT ACCOUNTS RECEIVABLE

Tenant Accounts Receivable is a very powerful module. It offers many features to facilitate the daily and monthly tasks tied to posting charges and processing cash receipts. TAR automatically posts recurring monthly charges. Statements can be printed with any balance due. Cash receipts are processed quickly and a variety of reports are provided for immediate reference. This module is integrated with Tenant & Applicant Processing, Work Orders, Excess Utilities and the GL.

◆ WORK ORDERS

The Work Orders module is designed to not only list, schedule and track your daily work orders, but also has direct linking to the Family Master, Tenant Accounts Receivables and General Ledger for the direct billing of tenant charges. The two primary functions of this module are to generate work orders and also setup the routine “preventive maintenance” jobs for easy monthly “auto” generation of the work orders that accompany the preventive maintenance. Most users do not use this module to create work orders or close them since they can do it all from the Family Master screen.



◆ **PAYROLL**

The Lindsey Payroll module allows you to create employee files and associate deductions and fringe benefits to each employee. Pro-ration of salaries between budgets and across programs is accomplished through a distribution screen where one employee record can be paid over multiple programs. Payroll is interactive with the General Ledger and prepares W2's and 941 reports and tracks matching tax deposits. Vacation and sick hours are automatically updated as well.

◆ **GENERAL LEDGER**

The General Ledger module is designed to assist you with the operation and management of the housing authority. It is an effective tool for housing authorities that do their own accounting as well as those who have fee accountants. The module gives you access to the financial standings of your housing authority's accounts and provides information for researching grants and other expenses through a variety of reports. The General Ledger is integrated with all accounting modules in Lindsey Software. It is automatically updated when transactions are made in the other modules.

◆ **BANK ACCOUNT MANAGER**

In an effort to centralize the process of managing bank accounts and incorporating increased functionality with today's banking technology, Lindsey Software developed Bank Account Manager (BAM!). Bringing together all aspects of account management and bank reconciliation – processes previously spread throughout Accounts Payable and General Ledger and even Payroll – BAM! consolidates banking activities into one, easy-to-use application. This system will allow Lindsey users to import bank files (.ofx) through their online banking services to automatically clear account transactions, provide the ability to enter and code debit card transactions and integrate with our new Document Management System to increase efficiency in the data storage process.

◆ **INVENTORY**

This module facilitates the management and tracking of typically consumable items used for the maintenance of Public Housing units.

◆ **EXCESS UTILITIES**

The purpose of the Excess Utilities module is to accurately record the periodic utility meter readings. Once the meter readings are entered, the system will calculate any overage and produce a charge to the tenant. Lindsey Software offers a handheld device (sold separately) which mounts to an iPhone or an iPad that can utilize a bar code reader to "scan" a bar code that is affixed to the utility meter.

◆ **PUBLIC HOUSING INSPECTION SYSTEM**

This system will allow your inspectors to inspect all units using only an iPhone or an iPad. Like the Section 8 System, it is integrated with the Family Master in Tenant & Applicant Processing to schedule appointments, perform inspections, and automatically print inspections letters along with a work order list for each unit.



◆ **PURCHASE ORDERS**

The Purchase Orders module streamlines the process of purchasing and receiving, and it allows housing agencies to maintain consistent stock levels and minimize costs. This module is integrated with the General Ledger and Inventory modules and the inventory app. It increases the accuracy and efficiency of the purchasing department.

◆ **CASH RECEIPTS**

Cash Receipts is a full point-of-sale system that supports multiple cashiers, multiple locations and multiple cash drawers. Receipts are printed with full detail of charges owed, security deposit balance and how much of the payment was applied to each. Can be accessed from the Family Master.

◆ **DOCUMENT MANAGEMENT SYSTEM**

If you would like to clean out an overflowing file cabinet and get better organization throughout your office, then our Document Management System is perfect for your housing authority.

The Document Management System will allow you to scan images of original documents and attach those files to records/data in our software. It will give you a true archival copy of your most important documents, making retrieval of these files a cinch.

Please keep in mind that you will need a reliable backup system to ensure that your files are protected.



SYSTEM INSTALLATION AND TRAINING

Upon selection of Lindsey Software, we will send a member of our experienced training staff to your housing authority for a customized training session designed specifically for you. Our vast training experience has taught us that comprehensive, individualized attention in your actual work environment is far more beneficial than a sterile classroom setting because we know that no two housing authorities operate the same. Plus, working with your own data greatly expedites the training process.

Depending on your requirements, there will be a series of 3-day (Tuesday through Thursday) training sessions, typically over a time period of 1-3 weeks depending on the modules selected and the amount of time it takes for your users to feel competent in the use of Lindsey Software.

We will convert as much data as we can and this generally includes the following: Tenants, applicants, units, fixed assets, inventory, vendors with balances, tenant balances. We should be able to get all of your prior tenant information from PIC. You will be responsible for verifying the accuracy of the data before and after we import it.

A Lindsey Software representative will contact you to install the Lindsey Import Application on your server. Once it is installed, he/she will assist you in importing the 50058s and show you how to print the reports and make the necessary changes.

The data in the Lindsey Import program will need to be verified and corrected prior to us coming on site for training. This will ensure your training and transition to Lindsey Software is as smooth as possible.

Additional Training

In addition to our customized on-site training sessions for new users, Lindsey Software offers a variety of training seminars both on- and off-site to keep you abreast of the latest software solutions and industry requirements.

Internet help sessions and online demonstrations are available, and we also regional training seminars. These can be scheduled for one day, one week or longer. A member of our experienced technical support team will work with your entire staff on the courses of your choice, including upgrades, new modules or new user training courses for new staff members.

Lindsey Software also provides training videos in our Customer Portal which are generally 2-3 minutes in length. We also provide written manuals available in Microsoft Word format for each module. In an instance where a new implementation or enhancement is installed, we always provide written documentation as to what the change involves. In most cases, the changes are transparent to the user, but when a user will encounter a new screen, we will provide the documentation to alert the user. When we release new changes, we update the manuals on the Customer Portal, so you will always have the latest manuals.



TECHNICAL SUPPORT

Lindsey Software sets the industry standard with our support programs. Once you are up and running on the Lindsey Software system, your investment provides you with unlimited technical support from a trained staff that treats every support call as a priority.

Available Monday-Friday from 8 a.m. until 5 p.m. Central Time, our experienced customer support staff is ready to assist you. Available via telephone or e-mail, you can be assured the person providing you support will be able to assist you without having to have a software programmer call you in a couple of hours or a couple of days – guaranteeing you the help you need when you need it. Our software is designed so that our support staff can easily connect with your computer and help you with troubleshooting on your computer – so you can see the action taking place in front of you.

Our Commitment to YOU is to give you the tools so you can Work Smarter, Not Harder!



Lindsey Software Proposed Software

CORE

	<u>Price</u>
Accounts Payable	\$1,500
ACH	\$250
Bank Account Manager	\$750
General Ledger	\$2,500
Section 8 Accounts Receivable	\$1,000
Tenant & Applicant Processing	\$3,000
Word Bridge	\$750
HQS	\$1,500
eHAP 251-500 Vouchers	\$750
Total Core License and Setup Fee	\$12,000

Annual License & Support

	<u>Price</u>
Annual License - 10 users *Recurring	\$4,752
eHAP Annual Fee *Recurring 501-750 Vouchers	\$1,350
Section 8 HQS iOS	\$600
Total License & Support	\$6,702

Training

	<u>Price</u>
OnSite Training Current Customer	\$2,250
Phone Training - \$82 / hour	
Training Total	\$2,250
Travel Expenses NOT Included	\$0

Optional Products:

eTenant Files Annual Fee *Recurring 500+ units	\$900
eTenant Files Set Up Fee	\$500
FDS/AT Annual Fee *Recurring	\$450
FDS-AT	\$1,500
FSS Annual Fee	\$450
FSS Module	\$1,500
Lindsey MyWaitingList	\$500
MWL Annual Fee *Recurring	\$900
My Waiting List Set-Up	\$750
My Waiting List Set-Up	\$1,500
Positive Pay Annual Fee	\$450
Positive Pay Setup Fee	\$1,500
Rent Reasonable	\$1,500
Rent Reasonable Annual Fee *Recurring	\$150



HousingManager.com

HM Waiting List Position	\$500
HousingManager.com Recurring - Unlimited Apps	\$2,500
HousingManager.com Setup Fee	\$500
HousingManager.com Setup Fee - Introductory	\$750

LINDSEY SOFTWARE SYSTEMS

<u>PRODUCT</u>	<u>SALES PRICE</u>	<u>QUANTITIY</u>	<u>TOTAL PRICE</u>	<u>YEARLY</u>	
Tenant @ Applicant Processing	\$ 3,000.00	1	\$ 3,000.00		
Word Bridge	\$ 750.00	1	\$ 750.00		
A/P	\$ 1,500.00	1	\$ 1,500.00		
Section 8 Accounts Receivable	\$ 1,000.00	1	\$ 1,000.00		
Bank Account Manager	\$ 750.00	1	\$ 750.00		
General Ledger	\$ 2,500.00	1	\$ 2,500.00		
ACH	\$ 250.00	1	\$ 250.00		
eHAP Annual Fee 501 -750 vouchers	\$ 1,350.00	1	\$ 1,350.00	X	
eHAP 501-750 Vouchers	\$ 1,500.00	1	\$ 1,500.00		
HQS Annual Fee	\$ 600.00	1	\$ 600.00	X	
HQS Inspections System 1-2 Devices	\$ 1,500.00	1	\$ 1,500.00		
HousingManager.com Premium 5000+	\$ 5,000.00	1	\$ 5,000.00	X	See Note Below
Housing Manager.com Setup Fee	\$ 500.00	1	\$ 500.00		
Onsite Training Current Cutomer	\$ 750.00	6	\$ 4,500.00		
Travel Expenses not included	\$ 2,000.00	1	\$ 2,000.00		
Web Hosting for Lindsey	\$ 4,800.00	1	\$ 4,800.00	X	
Advantage Database = 10 user	\$ 250.00	1	\$ 250.00		
Annual * License/ Support	\$ 4,752.00	1	\$ 4,752.00	X	
1st year Total Cost to Swith to Lindsey			\$ 36,502.00		

Lindsey	Annual Fee	\$ 16,502.00
Tenmast	Annual Fee	\$ 31,000.00
Savings with Lindsey		\$ 14,498.00

If John completes application and submits said application with his 2 kids and wife, his wife cannot complete separate application with her name still attached to the application John has submitted.

Only counts once submitted.

Lindsey & Company, Inc. Software License Agreement

THIS LICENSE AGREEMENT made and entered into by and between **LINDSEY & COMPANY, INC.** ("LINDSEY") and West Valley City Housing Authority ("LICENSEE") ("LINDSEY" and "LICENSEE" are collectively referred to as the "Parties").

WHEREAS, LICENSEE desires to obtain a license to use the Software (as that term is defined herein) pursuant to the terms and conditions hereof; and

WHEREAS, the Software has been developed by, and LINDSEY has the right to license the Software to LICENSEE.

NOW, THEREFORE, in consideration of the Annual License and Support Services Fees described in Exhibit A attached hereto and made a part hereof by this reference (the "License Fees") paid and to be paid by LICENSEE to LINDSEY, the material reliance hereon, the mutual covenants and promises contained in this License Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 "Documentation" - means any machine readable or printed material, such as flow charts, manuals and listings, not included in the Software, which is made generally available to, and designated by LINDSEY as available only to, parties who have licensed the Software to which the Documentation relates. Documentation is generally provided online at the LINDSEY internet web site and not in printed form.

1.2 "Software" - means the computer software program(s) more particularly described on Exhibit C attached hereto and incorporated herein, which program(s) includes the following:

(a) machine readable computer program instructions ("Object Code") for personal computers and network systems meeting the specifications stated in Exhibit B attached hereto and made a part hereof by this reference. LINDSEY may from time to time develop optional Software features which are designated as such and marketed separately; such features shall not form part of the Software licensed hereunder unless expressly agreed in writing by LINDSEY. LINDSEY reserves the right to determine whether any such features are generic or optional;

(b) all periodic releases, issues, or short sequences of computer program instructions, furnished at additional cost by LINDSEY to LICENSEE to modify previously furnished Software ("Updates");

(c) any original or replacement set of machine readable computer program instructions incorporating all Updates to the last comprehensive set of machine readable computer program instructions developed by LINDSEY ("Version");

(d) all machine readable computer program instructions ("Third Party Applications") provided to LINDSEY by a third party ("Third Party Application Licensor") which LINDSEY sublicenses to licensees;

(e) all test, database or other data furnished by LINDSEY to LICENSEE in connection with the computer program instructions, and

(f) all copies of any of the foregoing, in whole or in part.

1.3 "User" – means any representative of LICENSEE that executes or loads the Software into computer RAM or other primary memory or has access to any feature of the Software through use of a computer interface.

The term Software refers only to the Software developed by LINDSEY, Third Party Applications, Updates, Versions, data and copies set forth above actually furnished to LICENSEE pursuant to the terms and provisions hereof. The term Software shall not apply to the source code used in compiling the machine readable Object Code for the Software. No license is granted hereunder for the source code.

ARTICLE 2: LICENSE

2.1 In consideration for the payment of License Fees LINDSEY grants to LICENSEE a limited, nonexclusive, non-transferable license to use the Software and the right to use of the Documentation, for low-income, government-subsidized housing management on those terms and conditions set forth herein, but only:

(a) on one designated operating system and hardware platform;

(b) at the location to which the Software is furnished and initially installed or at any location or locations to which the Software may at any time or from time to time be moved by LICENSEE (provided that LICENSEE gives LINDSEY written notice of the new location) and

(c) as long as all currently due Licensee Fees have been paid.

If the Software is originally installed on a hardware platform with multiple users on a networked system, the license covers all users that may be connected to that single system.

2.2 LICENSEE's use of the Software shall be limited to:

(a) the routine program loading and execution of the computer Software program instructions for use and operation of the Software on the designated operating system and hardware platform on which the current Version or Update was originally installed, and

(b) the storage of up to three (3) copies of the Software for backup or archival purposes with the inclusion of copyright and other proprietary notices of Lindsey on the copy.

2.3 The database furnished pursuant to this License Agreement shall be accessed only by the Object Code contained in the Software. The LICENSEE shall not access or attempt to access any database provided as part of the Software by any method other than through the Software's Object Code.

2.4 LINDSEY transfers no title to or ownership of any Software to LICENSEE or to any third party. This license is not a sale. Title to and all copyright and other proprietary rights in the Software and the Documentation shall remain in LINDSEY or the third parties providing such Software or Documentation.

2.5 LICENSEE shall not allow any third party, volunteer, or contractor (hereinafter referred to as LICENSEE's DESIGNEE) to inspect, work on, improve or develop the Software without the prior written permission of LINDSEY.

2.6 LICENSEE is licensed to use the Software solely for the limited purpose of managing the business of the LICENSEE at the site indicated above.

2.7 LICENSEE specifically agrees that it will not permit any person or entity desiring LICENSEE to permit use of the Software through a timesharing service, service bureau arrangement or otherwise to inspect, view, review or otherwise access the Software, Updates, Versions or related materials.

2.8 LICENSEE may not grant sublicenses or other rights in the Software to others and may not assign or transfer the license to any third party. Any attempted assignment shall be void.

ARTICLE 3: TITLE AND CONFIDENTIALITY

3.1 The Software and Documentation and all copies, as well as all related copyrights, patents, trade secrets, industrial designs, trademarks and other proprietary rights, shall at all times be and remain the sole and confidential property of LINDSEY. LINDSEY retains the sole and exclusive right to license the Software and Documentation to other parties, for other operating systems and for other sites.

3.2 The Software and Documentation contains information which constitutes confidential, proprietary, trade secret information of LINDSEY. The Software and the information it contains are licensed to LICENSEE pursuant to a confidential relationship. LICENSEE expressly acknowledges this relationship and agrees to hold the Software and the Documentation in confidence and to use the Software and the Documentation only in accordance with the terms of this License Agreement.

3.3 LICENSEE shall instruct its employees having access to the Software and the Documentation, and require as a condition of employment that they shall not copy or duplicate the Software or the Documentation, in part or in whole or provide same to any third party.

3.4 LICENSEE agrees to effect normal security measures including adoption of a written policy of confidentiality to safeguard the Software and the Documentation from theft or access by persons other than its own employees using the Software and the Documentation for LICENSEE's own requirements.

3.5 LICENSEE agrees to reproduce LINDSEY's copyright notice on all materials related to or part of the Software and Documentation on which LINDSEY displays such copyright notice, including any copies made pursuant to this License Agreement.

3.6 LICENSEE shall indemnify LINDSEY for any and all costs, expenses, charges, fees or damages (including reasonable attorneys' fees) resulting from any breach of this License Agreement or infringement of their rights by any third party or by LICENSEE attributable to the breach by LICENSEE of LINDSEY's proprietary rights and covenants of confidentiality set forth in this Article 3.

ARTICLE 4: MODIFICATIONS TO SOFTWARE

4.1 LICENSEE shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merger, transfer or distribute the Software or allow any other person to do so in any way or manner without the prior written authorization of LINDSEY. LICENSEE shall not merge the Software with any other software computer program materials or otherwise modify the Software without the prior written consent of LINDSEY, which consent may be withheld or conditioned in the sole discretion of LINDSEY. Any such modifications shall become the property of LINDSEY.

4.2 LINDSEY shall make available at additional cost to LICENSEE all Updates to the existing Version of the Software, new Versions of the Software, and Updates to the new Version of the software, to improve the performance, functions or support of the Software. If LICENSEE has not acquired all Updates or new Versions following the original Version licensed, and LINDSEY has modified its Software such that LICENSEE is operating with an outdated version of the Software, then LINDSEY, at its option, and at additional cost to the LICENSEE, may offer to support the Software or

install additional Versions and Updates to bring the Software up to date where it may be supported. LINDSEY MAKES NO REPRESENTATION THAT NEWER VERSIONS OF SOFTWARE WILL CONTINUE TO BE COMPATIBLE WITH OLDER OPERATING SYSTEMS OR HARDWARE PLATFORMS.

ARTICLE 5: COVENANTS OF LICENSEE

5.1 LICENSEE shall limit its use of the Software solely to the uses specified in this License Agreement and to no other uses and shall use the Documentation solely for the purpose of operating the Software as authorized in this License Agreement.

5.2 LICENSEE shall keep complete and accurate record indicating where the Software and the Documentation is located.

5.3 Within thirty (30) days after receiving a request from LINDSEY, LICENSEE shall provide copies of the applicable records to LINDSEY, and if LINDSEY reasonably believes that the Software or Documentation has been made available to any third party or executed on any other processor equipment configuration, LICENSEE shall provide an explanation. If LINDSEY is not satisfied with LICENSEE's explanation, then LINDSEY may terminate this License Agreement and the rights, but not the obligations, of LICENSEE hereunder.

5.4 During the term of this License Agreement and for a period of one year after termination, LICENSEE shall not directly or indirectly write, test, complete, reproduce, market, sell or distribute or agree to write, test, complete, reproduce, market, sell or distribute to any current customer of LINDSEY any computer program for the financial accounting of low-income, government subsidized housing units within the United States.

5.5 LICENSEE shall make upgrades of the hardware and operating system as required for proper functioning of future Updates and Versions.

5.6 LICENSEE acknowledges that the quoted pricing excludes sales and use taxes that may be applicable to the fees, and LICENSEE accepts responsibility for payment of such taxes, if applicable. LICENSEE shall inform LINDSEY if this transaction with LICENSEE is subject to sales and use taxes, and, if applicable, LICENSEE shall pay all sales and use taxes in addition to the quoted fees, shall indemnify and hold harmless LINDSEY for the payment of all sales and use taxes and shall be responsible for all costs, including, but not limited to the payment of reasonable attorneys' fees, penalties and interest, involved in the resolution of any tax dispute between state taxing authorities and LINDSEY concerning sales and use taxes on these fees.

ARTICLE 6: LIMITED WARRANTY; LIMITATIONS OF LIABILITY

6.1 LIMITED WARRANTY. LINDSEY warrants that for a period of ninety (90) days, the Software, when used and operated: (1) on a properly functioning operating system that meets the specifications stated in Exhibit B, and (2) in accordance with the Documentation and the terms hereof, shall reasonably conform to the representations set forth in the Documentation. LINDSEY does not warrant that operation of the Software will be error free or uninterrupted.

6.2 CONDITIONS FOR LIMITED WARRANTY. All obligations of LINDSEY under this Article 6 are conditioned upon the Software having been used and maintained by LICENSEE in accordance with the Documentation and this License Agreement and the Software not having been modified by LICENSEE or any party other than LINDSEY. LINDSEY does not warrant that the execution of Software shall be uninterrupted or error free. In addition, the foregoing warranties do not extend to (i) nonconformities, defects or errors in the Software due to accident, abuse, misuse or negligent use of the Software or use in other than a normal and customary manner and in customary environmental conditions, or failure by LICENSEE to follow prescribed or reasonable installation guidelines, operating and maintenance procedures, (ii) defects, errors or nonconformities in the Software due to modifications, alterations, additions or changes not made or authorized to be made by LINDSEY, (iii) normal wear and tear, (iv) damage to any Software caused by use by LICENSEE with software not licensed through LINDSEY or which was licensed without LINDSEY's prior written consent, (v) damage caused by force of nature or act of any third person, (vi) inconsistent or incompatible performance caused by other software applications or the LICENSEE's hardware or operating system independent of the Software, or (vii) any change in any law, regulation or reporting requirement by any federal or state authority or accounting standards group.

6.3 WARRANTY CLAIMS PROCEDURE. All warranty claims shall be made by prompt, written notice to LINDSEY prior to expiration of the warranty period. The validity of each such claim shall be subject to confirmation by LINDSEY within thirty (30) days of LINDSEY's receipt of such claim. Postage, freight or other such transportation charges for shipping software subject to warranty claim shall be borne by LINDSEY; provided that, in the event the warranty claim is determined by LINDSEY not to be a valid claim, LINDSEY shall invoice LICENSEE for such charges. On-site visits by LINDSEY personnel in connection with claims under this warranty, as determined necessary by LINDSEY, are not included under this warranty. LINDSEY, upon request by LICENSEE, and at LICENSEE's expense, will provide on-site assistance or educational training. Reasonable fees for on-site service, including travel time and related expenses shall be borne by LICENSEE. Any software repaired or replaced under warranty shall be warranted only for the balance of the warranty period already in effect for the original item.

6.4 ADDITIONAL LIMITATIONS. THE FOREGOING WARRANTY IS EXTENDED BY LINDSEY TO LICENSEE ONLY AND IS VALID ONLY FOR

SOFTWARE UTILIZED IN THE UNITED STATES OF AMERICA. THE WARRANTY AND REMEDY PROVIDED FOR HEREIN ARE EXCLUSIVE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY EXCLUDED. IN NO EVENT SHALL LINDSEY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF INFORMATION, BUSINESS INTERRUPTION OR LOSS OF PROFITS OF ANY KIND OR NATURE, BY VIRTUE OF ANY BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR INFRINGEMENT), AGREEMENT OR OTHERWISE.

6.5 EXCLUSION OF WARRANTIES. LINDSEY PROVIDES THE SOFTWARE TO LICENSEE "AS IS." EXCEPT AS EXPRESSLY STATED HEREIN, LINDSEY MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LINDSEY DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE SOFTWARE, INCLUDING UPDATES OR VERSIONS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS OR IMPROVEMENTS WILL BE UNINTERRUPTED OR ERROR FREE.

6.6 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSEE AGREES THAT LINDSEY'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS LICENSE AGREEMENT, THE SOFTWARE, THE DOCUMENTATION, AND LICENSEE'S USE THEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE LIMITED. IN NO EVENT WILL LINDSEY BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF USE OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF LINDSEY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE SOFTWARE OR DOCUMENTATION, OR THE ACT OR FAILURE TO ACT OF LINDSEY, OR, OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS LICENSE AGREEMENT. ALL SUCH DAMAGES ARE EXPRESSLY DISCLAIMED, WAIVED AND RELEASED AS A MATERIAL CONDITION OF AND AS CONSIDERATION FOR THIS LICENSE AGREEMENT AND THE OTHER TERMS HEREIN. LINDSEY'S OBLIGATIONS UNDER THIS ARTICLE 6 ARE EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT OF THE SOFTWARE, AT THE OPTION OF LINDSEY.

ARTICLE 7: INDEMNIFICATION

7.1 LINDSEY shall indemnify and hold harmless LICENSEE from and against any claims, losses, damages, judgments and expenses arising out of infringement or violation of any United States patent, copyright, trademark or trade secret rights in connection with the Software, its license to LICENSEE or its use by LICENSEE as hereby contemplated. LINDSEY shall defend or settle, at its own expense, any suit or proceeding brought against LICENSEE for such infringement or violation, provided, however, that LICENSEE gives LINDSEY prompt notice of any threatened claim known to LICENSEE and any such suit or proceeding actually initiated, and authority, information and assistance for the defense or settlement thereof and that LICENSEE co-operates fully with LINDSEY and makes available to LINDSEY all defenses against any such suit or proceeding known by or available to LICENSEE.

7.2 LINDSEY shall have sole control of the defense of any action involving such a claim and all negotiations for its settlement or compromise, provided that LINDSEY may not, in such settlement, agree to take back the software, as provided hereafter, or otherwise agree to a compromise which would require LICENSEE to terminate its use of the Software unless as a part of such settlement LICENSEE is given at least ninety (90) days to replace such Software with non-infringing software.

7.3 LINDSEY shall not be responsible for any claimed infringement or violation which arises out of the modification of the Software or any portion thereof by other than LINDSEY.

7.4 Notwithstanding anything to the contrary contained in this License Agreement, in the event of any claim of infringement or violation, LINDSEY shall have the right at any time thereafter to (i) modify the Software to which the claim relates to eliminate such claim, (ii) replace such Software with functionally comparable non-infringing Software, or (iii) obtain the right for LICENSEE to continue using the Software.

7.5 This Article sets forth LINDSEY's sole liability and responsibility for any and all claims of infringement or violation of any other rights specified in the first sentence of this Paragraph.

ARTICLE 8: NONAPPROPRIATION

8.1 LICENSEE represents, warrants and covenants that by the execution of this License Agreement that LICENSEE is in possession of current unappropriated funds in excess of the License Fee. Thereafter, LICENSEE agrees to maintain unappropriated funds sufficient to pay all balances currently due and payable under the License Agreement. LINDSEY acknowledges that payment of the License Fee due following the first year shall be subject to approval by the LICENSEE as an item of the LICENSEE'S

annual budget. LICENSEE represents, warrants and covenants with LINDSEY that it shall include such subsequent annual payments in the LICENSEE's annual budgets in order to induce the reliance and forbearance of LINDSEY in agreeing to accept installment payments without interest and to risk the unauthorized disclosure of its Software by LICENSEE.

8.2 If the LICENSEE fails to appropriate funds for subsequent periods within the term of this License Agreement, LICENSEE shall provide LINDSEY a written opinion of LICENSEE's counsel within fifteen (15) days from the adoption of the final budget, verifying the occurrence of the following events:

(a) Funds are not appropriated for a subsequent period during the term of this License Agreement for the acquisition of services including Transition Period services, Software and Documentation, or for related functions which, in whole or in part, are essentially the same services including Transition Period services, Software and Documentation and for functions related to the performance of this License Agreement;

(b) LICENSEE has exhausted all funds legally available for all payments due under this License Agreement; and

(c) Such nonappropriation did not result from any act or failure of LICENSEE.

8.3 Upon receipt by LINDSEY of such an opinion of counsel, then LINDSEY shall terminate this License Agreement at the end of the period during which notice is given and take possession of the Software and Documentation and related materials. LICENSEE shall immediately surrender such and shall have no right to prevent such recovery by LINDSEY. LINDSEY shall be entitled to all payments due and owing during any previous period. The expense incurred by LINDSEY in retaking and shipping the Software and Documentation and related materials and the expense to return the Software and related materials to good working order shall be paid by LICENSEE.

ARTICLE 9: TERM AND TERMINATION

9.1 This License shall be for a term of three (3) years from the date of execution hereof by LINDSEY (the "Term"), and shall be automatically renewed for successive three (3) year terms unless either party gives the other party at least ninety (90) days prior to their renewal date.

9.2 This License Agreement, the license granted hereby and the rights (but not the obligations) of LICENSEE hereunder shall forthwith terminate upon the following events:

(a) LICENSEE discontinues use of the Software or the Documentation,

(b) LICENSEE defaults or breaches any of its obligations or covenants herein, including, but not limited to, violation of the license to use only on the designated operating system and hardware platform and/or violation of the restrictions against copying, or

(c) LICENSEE disposes of the Software or Documentation other than in accordance with this License Agreement.

(d) the end of the Term, or any extended term, without renewal.

9.3 Termination, whether by a Third Party Application Licensor, LINDSEY or LICENSEE, shall apply to all Software. Before any termination by LICENSEE becomes effective, and in the event of any termination by an Third Party Application Licensor or LINDSEY, LICENSEE shall:

(a) either destroy or return to LINDSEY all copies of the Software and the Documentation in LICENSEE's possession, at LINDSEY's direction,

(b) remove all portions of the Software from any adaptations made by LICENSEE and destroy such portions, and

(c) certify in writing that all copies of the Software and the Documentation, including all those included in LICENSEE's adaptations, have been destroyed.

Upon termination, LICENSEE forfeits all rights of use to the Software and the Documentation, in any way. Any termination will automatically accelerate any unpaid License Fees or other sums due LINDSEY hereunder.

ARTICLE 10: REPRESENTATIONS

10.1 LICENSEE represents, covenants and warrants that it is a public body, corporate and politic (hereinafter also known as "Agency") and is authorized by the law to enter into the transactions contemplated by this License Agreement and to carry out its obligations hereunder. LICENSEE further represents, covenants and warrants that it has complied with all procedures so that this License Agreement is enforceable under law and that LICENSEE has complied with all applicable bidding requirements, or has come within the scope of appropriate exceptions to the competitive bidding requirements of the Agency.

10.2 Each party represents and warrants that, in entering into and performing their respective obligations under this License Agreement, the respective parties do not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, nor on any course of dealings or custom and usage in the trade, except as such promise, inducement, or representation may be expressly set forth herein.

ARTICLE 11: MAINTENANCE

11.1 LICENSEE shall maintain the Software and Documentation in good operating condition. LICENSEE shall use its best efforts to protect the Software and Documentation from disclosure to any third party. LICENSEE shall use the Software and Documentation in the regular course of its business only, within its normal capacity without abuse, and in a manner contemplated by this License Agreement. LICENSEE shall not make any replacements or substitutions to the Software and Documentation without the written consent of LINDSEY. Any such replacements or substitutions shall become the property of LINDSEY and subject to this License Agreement unless LINDSEY and LICENSEE agree otherwise in writing. LICENSEE shall keep the Software and Documentation on the premises and shall not remove the Software and Documentation to other third party sites. LINDSEY shall have the right, during normal business hours, to enter upon the premises where the Software and Documentation are located in order to inspect, observe or otherwise protect LINDSEY's interest and LICENSEE shall cooperate in affording LINDSEY the opportunity to do the same. LICENSEE agrees to cause the Software and Documentation to be maintained pursuant to this License Agreement.

11.2 LINDSEY shall make reasonable efforts to update the Software and Documentation to conform with changes in federal laws or regulations concerning low-income, government subsidized housing within 120 days following the effective date of such changes or notice of such changes, whichever is later. In the event that such updates are not possible due to circumstances beyond the reasonable control of LINDSEY, LINDSEY shall make reasonable efforts to notify LICENSEE of such changes and that the LICENSEE may be required to take additional steps in order to comply with such changes.

ARTICLE 12: SUPPORT

12.1 LINDSEY shall provide support services on the terms stated in Exhibit A.

12.2 LINDSEY will invoice LICENSEE on a monthly basis with respect to all additional services performed by LINDSEY at LICENSEE's request, including:

- (a) Travel Expenses of LINDSEY personnel, and

(b) Service Fees at LINDSEY's then-customary rates per person per hour for time worked, except as stated in Exhibit A.

12.3 LICENSEE will pay all such invoices when received.

ARTICLE 13: REMEDIES

13.1 LICENSEE acknowledges that LINDSEY has devoted substantial time and expense to the development of the Software and Documentation and that LINDSEY will suffer great and irreparable harm and damage by any unauthorized use, copying, reproduction or disclosure of the Software or Documentation. LICENSEE further acknowledges that such action may cause significant commercial damages which will be difficult to quantify. Therefore, as a material inducement to the grant of the License hereby, LICENSEE agrees that in addition to any legal remedy available, LINDSEY shall be entitled to equitable relief including, but not limited to temporary restraining orders and permanent injunctions. LICENSEE hereby expressly waives any right it may have to require LINDSEY to post a bond or other security as a prerequisite to obtaining any such equitable relief, other than a nominal bond in an amount not to exceed \$50.00 if such is required to invoke jurisdiction of the Court. LICENSEE also waives any right to proof of actual or impending actual damage as a prerequisite to LINDSEY obtaining such equitable relief.

13.2 LICENSEE acknowledges that in the event of a material breach of this License Agreement by LICENSEE that appropriate remedies shall include, but shall not be limited to injunctive relief and impoundment under 17 U.S.C. § 502 and 503 of all copyrighted works under the federal copyright laws, and that such remedies shall be enforceable regardless of any claim under state law.

13.3 All remedies hereunder are cumulative and may be exercised concurrently or separately.

13.4 The prevailing party in any dispute hereunder shall recover its costs and expenses, including, without limitation, attorney's fees.

ARTICLE 14: GENERAL

14.1 The parties agree to do all acts and execute all documents necessary to implement the express provisions of this License Agreement.

14.2 Any action against LINDSEY or its employees, agents or subcontractors, must be brought within twelve (12) months after the cause of action arises.

14.3 LINDSEY is not responsible for delay or failure to perform its obligations due to causes beyond its reasonable control, including, without limitation, delay in notice from LICENSEE of regulation changes by a governmental agency.

14.4 Any notice provided for hereunder shall be given by (1) confirmed facsimile, (2) first class mail, registered or certified, return receipt requested, postage prepaid, or (3) overnight courier to the respective addresses set forth on the signature page hereof or to such other address as either party may from time to time designate in writing. A notice by facsimile shall be effective as of the time of sending, provided that a confirmation report is retained of the transmission. Notice by the other methods shall be effective as of the date of the signed receipt, but not greater than three days from the date of mailing.

14.5 This License Agreement shall be deemed the solicitation of an offer which will be subject to acceptance and become a binding contract only upon receipt and execution by a duly authorized officer of LINDSEY at its office in the State of Arkansas.

14.6 This License Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas and applicable federal law. LICENSEE consents to the jurisdiction of and agrees that venue for any action which may be brought hereunder shall be in the courts of White County, Arkansas, or any federal court located in the Eastern District of Arkansas.

14.7 No modification or amendment to this License Agreement will be valid or binding unless reduced to writing and duly executed by the Party or Parties to be bound thereby.

14.8 This License Agreement constitutes the full and complete understanding and agreement of the parties hereto and supersedes all prior negotiations, understandings and agreements. The Licensee acknowledges that it has read and understands this License Agreement, and that it has had the opportunity to consult with counsel concerning the meaning of the rights and obligations hereunder.

14.9 This License Agreement shall be binding upon and inure to the benefit of subsidiaries, affiliates, successors and assigns of the parties. However, this License Agreement shall not be assigned by the LICENSEE without the prior written consent of LINDSEY.

14.10 The Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the RIGHTS in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 C.F.R. 52.227-19, as applicable. Manufacturer is Lindsey & Company, Inc., 2302 Llama Dr., Searcy, Arkansas 72143.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set beside their respective signatures (Execution Date).

LINDSEY & COMPANY, INC.

LICENSEE:

By: _____
Name: John C. Lindsey
Title: CEO
Date: _____

Address: 2302 Llama Drive
Searcy, AR 72143

Facsimile: 501-268-5175

Signature: _____
Name: Layne Morris
Title: _____
Date: _____

Registration No.: 102237
Number of Users: 10

Address: _____

Facsimile: Fax Number

In Progress

EXHIBIT A
License Fees and Support Services Fees

1. Please see proposal or quote number *see proposal* for the detailed pricing.
2. LICENSEE shall pay all Fees upon receipt of invoice.
3. All fees contained in this License Agreement are subject to change without notice.
4. All pricing contained herein excludes sales and use taxes that may be applicable to this transaction. LICENSEE shall inform LINDSEY if this transaction with LICENSEE is subject to sales and use taxes, and, if applicable, LICENSEE - (1) shall pay all sales and use taxes in addition to the quoted prices, (2) shall indemnify and hold harmless LINDSEY for the payment of all sales and use taxes, and (3) shall be responsible for all costs, including, but not limited to the payment of reasonable attorneys' fees, penalties and interest, involved in the resolution of any tax dispute that may arise between state taxing authorities and LINDSEY concerning sales and use taxes on these fees.
5. LICENSEE shall pay all applicable duties, taxes, insurance, and shipping costs associated with this License Agreement
6. LICENSEE shall pay for any and all custom engineering changes and modifications to the Software.
7. LICENSEE shall pay all training, support, and Update/Version release costs
8. Unless otherwise agreed, the Annual Software License and Support Service Fee quoted herein are firm for a period of 90 days and may thereafter change without notice.
9. LICENSEE hereby grants to LINDSEY a security interest in this license to secure payment of all sums due under this License Agreement.
10. LINDSEY reserves the right to require training of LICENSEE's personnel or to require paid technical support.
11. All technical support requested by LICENSEE concerning hardware and network integration shall be at LINDSEY's usual and customary rates.

EXHIBIT B

Hardware and operating system specifications, including requirements concerning SQL Database application software:

1. Minimum Hardware Requirements are posted on the Lindsey website.
2. Operating System Requirements:
 - Workstation - Windows 7 or 8.1
 - File Server – Windows Server 2012 or Windows 2008, 64 bit preferred.
3. Printer Requirements – Lindsey Software recommends only HP Printers even though other printers may or will work.
4. Remote access by Lindsey Personnel is required in order to provide support for the Software. LICENSEE must provide a generally accepted Remote Access application.
5. Anti-Virus Software Required- Latest Version of eSet corporate Anti-Virus. Free anti-virus applications are not supported and result in slower performance and/or deleted Lindsey files.
7. These hardware and operating system specifications are subject to change with future Updates and Versions. It is the responsibility of LICENSEE at LICENSEE's cost, to make such changes to the hardware and operating system for the proper functioning of the Software.

I have read, understand and will comply with all the requirements outlined in this Exhibit B.

Printed Name: Layne Morris Signature: _____
Title: _____

EXHIBIT C

Modules included in the Software subject to this **License Agreement** are included in proposal number: *see proposal which is attached.

In Process