

PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE CONTRACT

AMENDMENT NO. 6

THIS AMENDMENT NO. 6 (“AMENDMENT”) TO CONTRACT FOR PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE CONTRACT is made and entered into this 9th day of March, 2023, by and between the Los Angeles County Development Authority, hereinafter referred to as "LACDA" and Yardi Systems, Inc., hereinafter referred to as "Contractor". The LACDA and Contractor are collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the Housing Authority of the County of Los Angeles (Housing Authority) and the Contractor entered into an original Contract on August 1, 2018, to provide Public Housing and Section 8 Administration Software (Housing System) Solution to the Housing Authority (“Contract”) on an as-needed basis for a five (5) year contract and a total amount of compensation not to exceed \$1,250,000.00;

WHEREAS, on July 17, 2018, the Board of Housing Commissioners approved the Executive Director to amend the Contract as necessary;

WHEREAS, on November 19, 2018, the Parties executed Amendment No. 1 to increase the total compensation and update certain terms and conditions to the Contract;

WHEREAS, on May 16, 2019, the Housing Authority dissolved and merged with the Community Development Commission of the County of Los Angeles ("Commission") and the Commission changed its name to Los Angeles County Development Authority;

WHEREAS, on May 31, 2019, the Parties executed Amendment No. 2 to amend the total compensation increase and update certain terms and conditions to the Contract;

WHEREAS, on September 16, 2019, the Parties executed Amendment No. 3 to amend the Schedule A (Fee Schedule) of Exhibit B (Pricing Schedule) of the Contract to add extended LACDA’s temporary licenses to access and use the self-hosted copy of the Voyager 6.08 software, with no additional fee during this term;

WHEREAS, on October 20, 2020, the Board authorized the Executive Director amend this Contract to increase it by a total of \$747,444 to a total compensation of \$2,106,288;

WHEREAS, on November 23, 2020, the Parties executed Amendment No. 4 to extend in the third through fifth year the purchase of additional licenses and services for Yardi RENTCafé Affordable portals package v1, includes PHA Online Applications, Applicant Portal, Resident Portal, Online Certifications and the implementation services for additional support hours, and to increase the compensation using Board approved and Coronavirus Aid Relief, and Economic Security (CARES) Act funds by a total of \$747,444.45, increase year three (3) by \$211,780.00, year four (4) \$189,051.20 and year

five (5) \$196,613.25, and \$150,000 for additional units, software and/or services as needed, and amend said Contract to revise Exhibit A, Statement of Work and Exhibit B, Pricing Schedule;

WHEREAS, on October 15, 2022, the Parties executed Amendment No. 5 to extend in the fifth year the purchase of additional licenses, count of 2,500 units and services for the Voyager SaaS Private Cloud PHA Property Management, RENTCafe PHA Portals Package v1, RENTCafé PHA Landlord Portal and Inspector General, by a total of \$58,562.49 of available \$150,000 Pool Dollars, and amend said Contract to revise Exhibit B-1, Pricing Schedule, and add COVID-19 Vaccinations of LACDA Contractor Personnel provision and COVID-19 Vaccination Certification of Compliance;

WHEREAS, the Parties wish to amend said Contract to use Board approved pool dollars of \$6,432.00 for ACH payments for the remainder of the contract, and amend said Contract to revise Exhibit B-2, Pricing Schedule; and

WHEREAS, it is the intent of the Parties hereto to amend the Contract to update certain terms and conditions to the Contract, and to provide for other changes set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings, herein, the Parties hereto agree that said Contract be amended as follows:

1. This Amendment shall be effective upon execution.
2. The Contract is hereby incorporated by reference, and all terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
3. Exhibit B-1, Pricing Schedule dated 10-15-2022 is deleted in its entirety and replaced with attached Exhibit B-2, Pricing Schedule, attached hereto, and incorporated herein by reference. All references to Exhibit B-1 shall hereafter refer to Exhibit B-2.
 - Update the Exhibit B-2, Amendment #6 for additional pool dollars of \$6,432.00 for ACH Payments, as referenced in Section 6 of the Pricing Schedule.
4. All other terms and conditions in the Contract shall remain the same and in full force and effect.

[Signature on the following page]

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SIGNATURES

IN WITNESS, WHEREOF, the LACDA and the Contractor, through their duly authorized officers, have executed this Amendment No. 6 as of the date first above written.

CONTRACTOR: YARDI SYSTEMS, INC.

By Michael Remorenko
Michael Remorenko
Senior Director, Sales

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY

By Kathleen Thomas
Emilio Salas
Executive Director

Digitally signed by: Kathleen Thomas
DN: CN = Kathleen Thomas email = kathy.thomas@lacda.
org C = US O = LACDA OU = Executive Office
Date: 2023.03.22 10:36:48 -0800

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By EP
Elizabeth Pennington
Deputy County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By Becky Yee
Becky Yee
Director

**EXHIBIT B-2
PRICING SCHEDULE
FOR PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE
Amendment #6
(Revised 3/9/2023)**

Update the Amendment #5, Exhibit B-1, Pricing Schedule for additional licenses of Voyager SaaS Private Cloud PHA Property Management, RENTCafe PHA Portals Package v1, RENTCafé PHA Landlord Portal and Inspector General, for the count of 2,500 units, as referenced in Section 5 of this Pricing Schedule.

Section 1: Original Contract Fee Schedule

The Contractor shall provide Public Housing & Section 8 Administration Software services as stated in Exhibit A, Statement of Work. The Contractor shall be paid in accordance with the below table fee schedule. The following is the Contractor’s provided yearly maintenance, technical support and software license fee cost, referenced in Exhibit A

Original Contracted Units	[REDACTED]	Year 1	Year 2	Year 3	Year 4	Year 5
Software License						
Yardi Cloud						
ACH						
Professional Services						
Training						
Travel/Related Expenses						
Total Contract						

Section 2: Amendment #2 for Additional Units

Update the original 26,299 units to 29,475 units. Yardi is grandfathering 724 units and adding 925 units both at no cost to Housing Authority, the Housing Authority will pay for 1,527 units, at \$16 per unit, using \$123,093.73 of Board approved contingency funds, \$18,324.00 for the first year (prorated from 11/1/2018 through 8/31/19), \$25,042.80 second year, \$25,794.08 third year, \$26,567.91 fourth year and \$27,364.94 fifth year;

Additional Units	3,176	9-Months Year 1	Year 2 - *2.5%	Year 3 - *3%	Year 4 - *3%	Year 5 - *3%
Yardi Additional Units Grandfathered	724	\$0	\$0	\$0	\$0	\$0

Yardi Split Units	
Total LACDA (HACoLA) Split & Buffer Additional Units**	
Total Contracted Units after Amendment	
Total Contract Compensation (Amendment #2)	

Section 3: Amendment #3 for No Additional Fee

Amendment #3 amended the Schedule A (Fee Schedule) of Exhibit B (Pricing Schedule) of the Contract to add extended LACDA’s temporary licenses to access and use the self-hosted copy of the Voyager 6.08 software, with no additional fee during this term;

Section 4: Amendment #4 for Additional RENTCafé Affordable Portals Package

Additional Portal	RENTCafé	Year 1	Year 2	Year 3	Year 4* + 4% CPI	Year 5* + 4% CPI
RENTCafé Affordable Portal Package						
RENTCafé PHA Portals Package v1 (Includes online applications, applicant and resident/participant portal, an online certifications)						
RENTCafé PHA Portals Package v1 (no-cost units)						
RENTCafé PHA Landlord Portal						
Total Annual Portals Fee						
Implementation Estimate						
Sub totals of Portals Years 3-5						
Additional Units/Software/Services ***						
Total Contract Compensation Increase (Amendment #4)						
Original Board Approval						\$1,358,844.00
Revised Contract Total						\$2,106,288.45



Section 5: Amendment #5 for Additional Licenses/Services

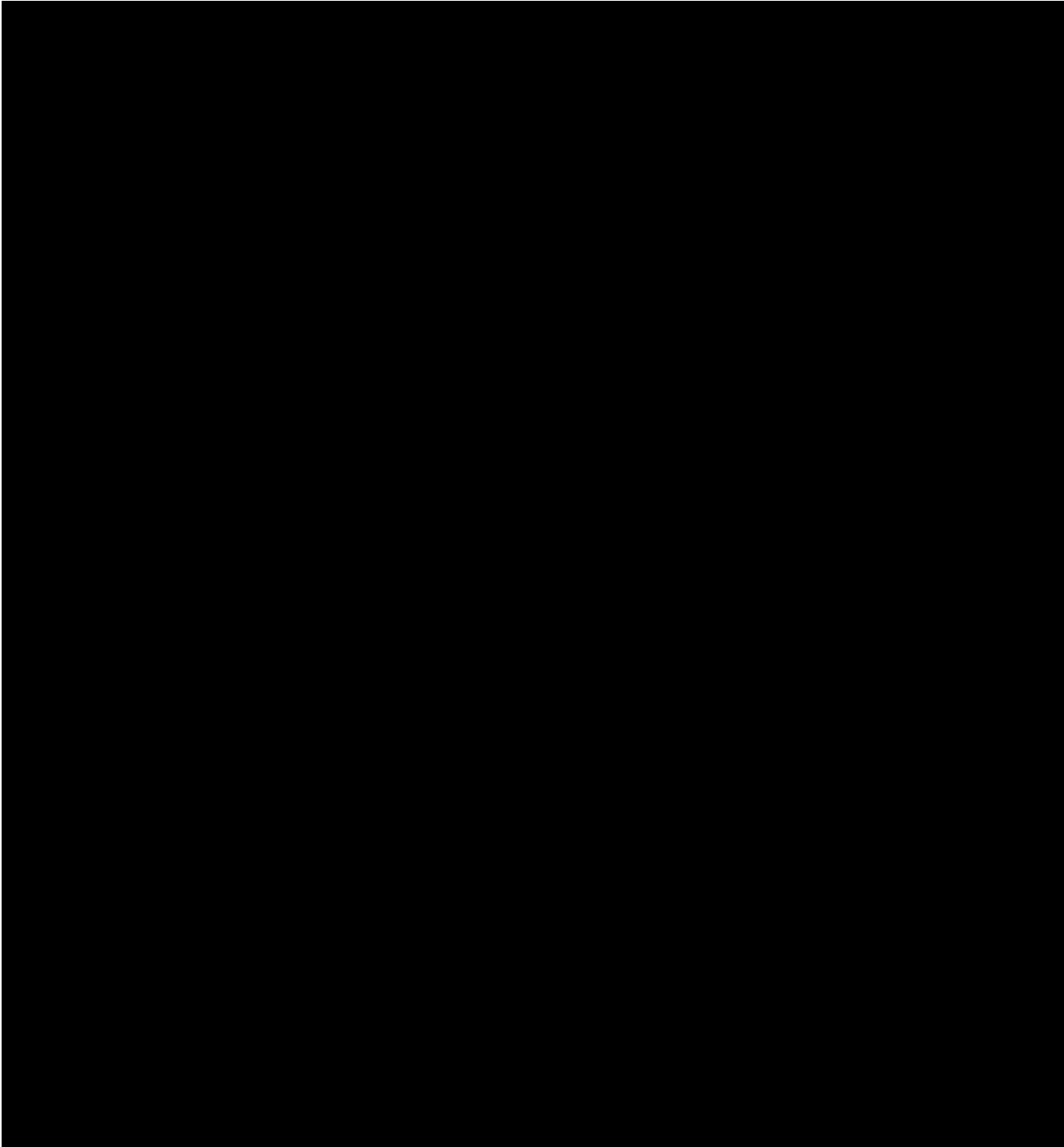
License	Unit of Measure (UOM)	Count	\$/UOM	Annual Fee Increase/Decrease	Prorated Annual Fee Increase
Pool Dollars for Additional Units/ Software/Services					
Voyager SaaS Private Cloud PHA Property Management					
RENTCafe PHA Portals Package v1					
RENTCafé PHA Landlord Portal					
Inspector General					
Total Fees					
Balance Pool Dollars for Additional Units/Software/Services					

This Exhibit B-1a, Addendum to SAAS Subscription Agreement includes the following schedules:

- A – Subscription Agreement
- B – Exhibit 1 – Current License Count

Section 6: Amendment #6 for Additional Licenses/Services

Description	Amount
Balance Pool Dollars for Additional Units/Software/Services	
ACH Payments (April through August 2023)	
Balance Pool Dollars	



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