

**CONTRACT AMENDMENT NO. 2  
TO  
PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE CONTRACT**

**THIS AMENDMENT NO. 2 TO CONTRACT** is made and entered into this 31st day of May, 2019, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority" and Yardi Systems, Inc., hereinafter referred to as "Contractor".

**WITNESSETH THAT:**

**WHEREAS**, the 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 to \$1,358,407.73, revise the pricing and fee schedules, and update certain terms and conditions to the Contract, added Compliance with Fair Chance Employment Practices and Compliance with County of Los Angeles Policy Equity;

**WHEREAS**, the Parties wish to amend said Contract to correct the total compensation increase to \$108,407.73, correct the Exhibit B, Pricing Schedule, and Contract term and conditions revision;

**WHEREAS**, on May 16, 2019, the Housing Authority dissolved as a separate legal entity and merged with the Community Development Commission of the County of Los Angeles ("Commission");

**WHEREAS**, as a result of the merger, the Commission took title to Housing Authority's property, debts, demands, liabilities, obligations;

**WHEREAS**, following the merger the Commission is now known as the Los Angeles County Development Authority; 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. **Incorporation of Recitals.** The terms set forth in the Recitals above are hereby incorporated by this reference as if set forth in full herein.

2. **Assumption.** All rights and responsibilities under this Contract and any and all amendments thereto are hereby assumed by the LACDA. All references to the Housing Authority and the Community Development Commission of the County of Los Angeles in the Contract and any and all amendments thereto shall hereafter refer to the LACDA.
  
3. **Name Change.** The Agreement is hereby amended to change the name of the Commission to "Los Angeles County Development Authority" and all references to "Housing Authority of the County of Los Angeles" or "Community Development Commission of the County of Los Angeles", shall be changed to "Los Angeles County Development Authority".
  
4. Section 2.16 Initiation Date is amended as follows:
  - Initiation Date: August 31, 2018.
  
5. Section 4, Compensation is amended to read as follows:
 

The total increase in compensation under this Contract shall not exceed One Hundred Eight Thousand Four Hundred Seven and 73/100 Dollars (\$108,407.73) and the total compensation under this Contract shall not exceed One Million Three Hundred Fifty Eight Thousand Four Hundred Seven and 73/100 Dollars (\$1,358,407.73), which shall include all related expenses (Contract Sum).
  
6. Exhibit B-1, Pricing Schedule, is deleted in its entirety, amended, and attached to this amendment as:

**EXHIBIT B, PRICING SCHEDULE (REVISED APRIL 30, 2019)**

6. All other terms and conditions in the Contract shall remain the same and in full force and effect.

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**SIGNATURES**

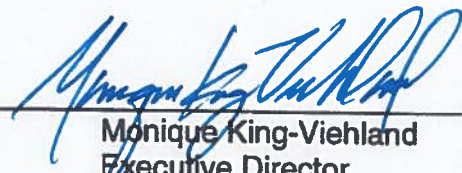
IN WITNESS, WHEREOF, the LACDA and the Contractor, through their duly authorized officers, have executed this Amendment No. 2 as of the date first above written.

**CONTRACTOR:**


**YARDI SYSTEMS, INC.**

By  \_\_\_\_\_  
Michael Remerenko  
Director, Sales

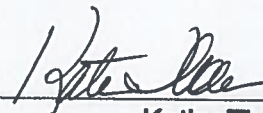
**LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY**

By  \_\_\_\_\_  
Monique King-Viehlend  
Executive Director

**APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel**

By  \_\_\_\_\_  
Behnaz Tashakorian  
Senior Deputy County Counsel

**APPROVED AS TO PROGRAM:  
ADMINISTRATIVE SERVICES DIVISION**

By  \_\_\_\_\_  
Kathy Thomas  
Administrative Deputy Director

**EXHIBIT B**

**PRICING SCHEDULE**

**FOR**

**PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE**

**(REVISED APRIL 30, 2019)**

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 pricing schedule noted below in Section 1, Yearly Fees. [REDACTED] Yardi split, and revised total units are noted in Section 2, Unit Breakdown.

SECTION 1 YEARLY FEES						
Line	Description	Year 1	Year 2	Year 3	Year 4	Year 5
1	Original Software License Agreement Fee <sup>1</sup>					
2	Additional Software License Agreement Fee <sup>1</sup>					
3	Yardi Cloud					
4	ACH					
5	Professional Services					
6	Training					
7	Travel/Related Expenses					
<b>Total Yearly Fees</b>						

SECTION 2 UNIT BREAKDOWN				
Original Contract	[REDACTED]	Yardi Split	Total Housing Authority Split & Buffer Additional	Revised Total Units
[REDACTED]				

[REDACTED]

This Exhibit B, Pricing Schedule includes the following schedules:

A – Fee Schedule

B – Yardi Private Cloud, Hardware, Services and Governance Schedule

C – Additional Terms

D – PSG Scope

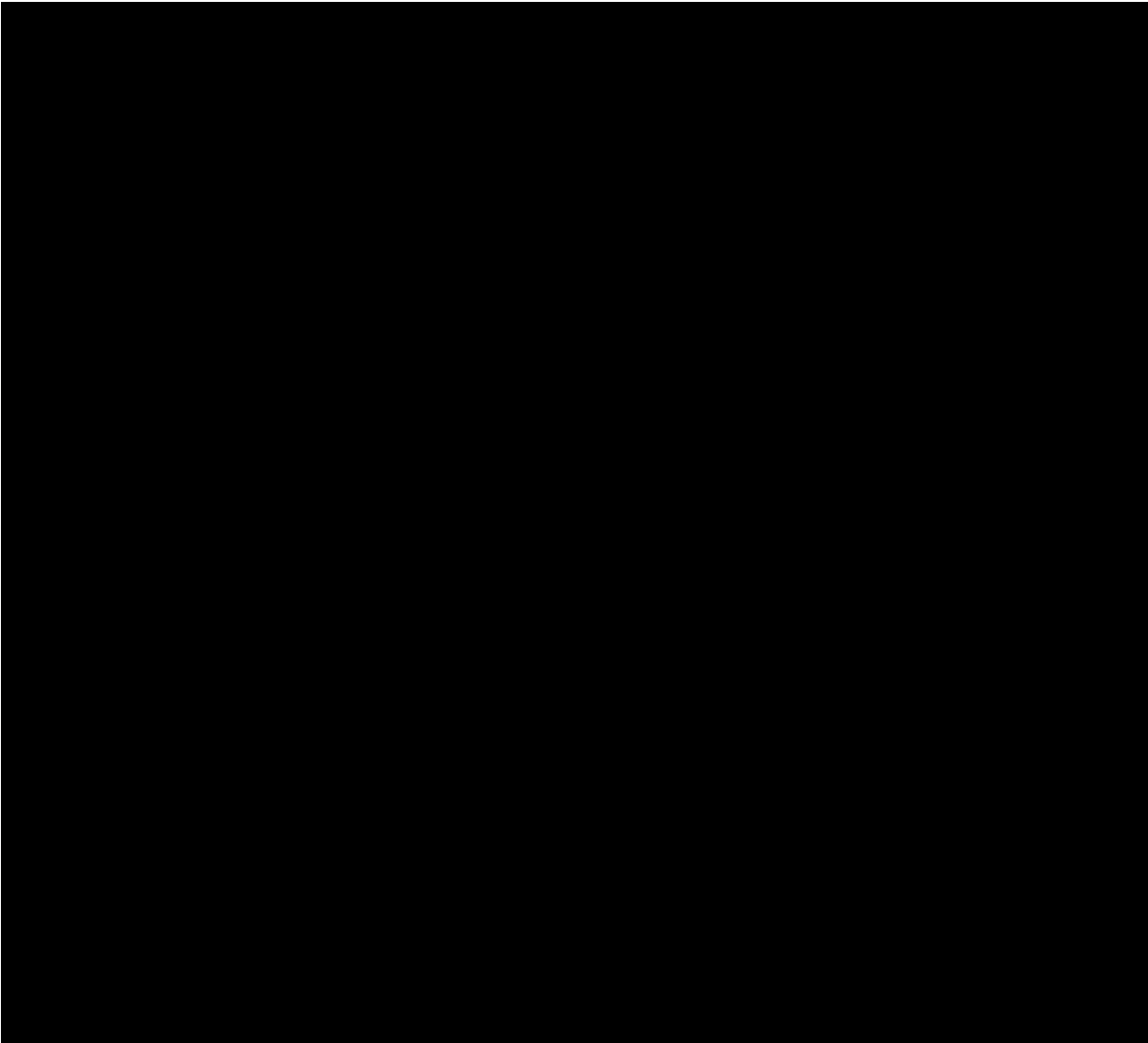
## SCHEDULE C

### Additional Terms

#### Product Terms:

1. **Voyager Property Management** includes Accounting, Property Management, Maintenance/Work Orders
  - a. **PHA Property Management** includes Inspections, Fixed Assets, Yardi Job Cost
    - (1) Update to clarify that Inventory Control is included with the Voyager PHA Property Management product.
2. **Payment Processing v2:** Client has read, understood, and agrees to be bound by the additional payment processing terms and conditions set forth at [https://clientcentral.yardi.com/core\\_custompage/Payment-Processing-PP2-PayFac](https://clientcentral.yardi.com/core_custompage/Payment-Processing-PP2-PayFac) and incorporated herein by this reference, as they may be amended from time to time (the "Payment Processing Terms"). Client agrees that such Payment Processing Terms shall govern Client's use of Yardi's Payment Services, CHECKscan, and Walk-In Rent Collection/Rent Payment Services.
  - a. **Definitions.**
    - (1) "**ACH**" means a nationwide funds transfer network that enables participating financial institutions to electronically credit, debit and settle entries to bank accounts.
    - (2) "**Chargeback**" means a Transaction that is disputed at the request of either the User or by the User's card issuer. A Chargeback will cause the amount of the original sale and a Chargeback fee to be deducted from the Client's bank account.
    - (3) "**Check 21**" means the Check for the 21st Century (Check 21) Act and all regulations pertaining to the Check 21 Act.
    - (4) "**CHECKscan**" means the process by which paper checks are scanned and converted into an electronic form for payment and automatically recorded within the software.
    - (5) "**Check Bill-Pay Payments**" means a payment made by the Check 21 payment services provided by Yardi and (if applicable) JHA MC pursuant to these Payment Processing Terms.
    - (6) "**Payment Services**" means Yardi's online payment and payment processing services with respect to Bill-Pay Payments and User charges made using Payment Network-branded payment methods and ACH methods.
    - (7) "**Retrieval Fee**" means a request made by a User for a sales draft or supporting documentation in order to substantiate a Transaction.
    - (8) "**Third Party Payment Services (TPPS)**" means any non-Yardi online payment services designated by Yardi as supported by Yardi with respect to Bill-Pay Payments and User charges made using Payment Network branded payment methods and ACH methods.
    - (9) "**Transaction**" means a debit or a credit submitted for processing by a User, including but not limited to prospective tenant application fees, tenant rent payments, other document fees, applicable service fees, and resubmission of rejected items, but not including a Bill-Pay Payment.
    - (10) "**Users**" means tenants and prospective tenants managed by Client, who make a Transaction as defined above. With respect to CONDOcafé Certificates only, Users shall mean tenants and prospective tenants managed by Client, and other third parties including but not limited to real estate brokers and attorneys who make a Transaction as defined above.
    - (11) "**Yardi Bill-Pay Payment**" and "**Bill-Pay Payment**" means the ACH or physical check payment made through Payment Processing v2.
  - b. **Fees.** In the event Client upgrades from Payment Processing Transactions to Payment Processing v2, Yardi shall continue to charge Client for Transactions at the rate previously negotiated for Payment Processing Transactions for a period of 3 months from the effective date of the document in which Payment Processing v2 was initially licensed to allow Client to implement the upgrade. In the event Client implements the upgrade in less than 3 months, Transactions shall begin to be billed at the Payment Processing v2 rates outlined below once the upgrade goes live.
    - (1) **Client-Paid Transactions:** Client acknowledges and agrees to pay the following Fees for each of the following Transactions or Bill-Pay Payment type (which apply per Transaction or Bill-Pay Payment):
      - Payment Processing (for accounts receivable):**
        - a) CHECKscan: \$0.50
        - b) ACH: \$1.00
        - c) Signature Debit Cards: see online terms provided in the hyperlink above
        - d) Credit Cards: see online terms provided in the hyperlink above
        - e) Monthly transaction minimum (not applicable when UOM is Unit): If Client fails to meet the monthly transaction minimum outlined in Schedule A (Fee Schedule), if applicable, Yardi shall charge Client for the remaining Transactions (i.e., the Transactions required to satisfy the aforementioned monthly minimum) at the lowest rate outlined above in subsections Fees 1(a) through 1(c). Client will be invoiced for actual Transactions processed for nine months commencing on the effective date of the document in which Payment Processing v2 was initially licensed. Thereafter, Client will be invoiced the monthly minimum or actual usage, whichever is greater.
      - Yardi Bill-Pay (for accounts payable):**
        - a) ACH and Check Writing via Check Bill-Pay Payments: \$1.00
      - TPPS (for accounts receivable):**
        - a) TPPS Change of Service: \$950.00 per addition/change to a third-party payment processor
        - b) TPPS CHECKscan: see Payment Processing (for accounts receivables) above
        - c) TPPS ACH: see Payment Processing (for accounts receivables) above
        - d) TPPS Credit/Debit Cards: \$1.95
      - TPPS (for accounts payable):**
        - a) TPPS Change of Service: \$950.00 per addition/change to a third-party payment processor

[REDACTED]



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Preparation Date: November 30, 2018 11:08 AM



**APPROVAL**

Having read and agreed to its terms, the parties executed this Addendum effective as of the Addendum Effective Date.

**HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES ("Client")**

**YARDI SYSTEMS, INC. ("Yardi")**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



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Preparation Date: November 30, 2018 11:08 AM