

PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE CONTRACT

AMENDMENT NO. 5

THIS AMENDMENT NO. 5 (“AMENDMENT”) TO CONTRACT FOR PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE CONTRACT is made and entered into this 15th day of October, 2022, 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 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, the Parties wish to amend said Contract 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;

WHEREAS, the Parties wish to amend said Contract to add COVID-19 Vaccinations of LACDA Contractor Personnel provision and COVID-19 Vaccination Certification of Compliance; 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. Paragraph 9.5, COVID-19 Vaccinations of LACDA Contractor Personnel, is added to the Contract and to read as follows:

“9.5 COVID-19 Vaccinations of LACDA Contractor Personnel

9.5.1 At the Contractor's sole cost, the Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of Los Angeles County Code Title 2 - Administration, Division 4. All employees of the Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, “Contractor Personnel”), must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with LACDA employees, interns, volunteers, and commissioners (“LACDA workforce members”), (2) working on LACDA and County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, “In-Person Services”).

9.5.2 The Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any

COVID-19 vaccine authorized by the World Health Organization ("WHO").

9.5.3 Prior to assigning the Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such the Contractor Personnel have been fully vaccinated by confirming the Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from the Contractors who follow the CDPH vaccination records guidelines and standards. The Contractor shall also provide written notice to LACDA before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the LACDA for audit purposes, when required by LACDA.

9.5.4 The Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that the Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the LACDA for audit purposes, when required by LACDA. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with LACDA workforce members, (2) working on LACDA or County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

A. Test for COVID-19 with either a polymerase chain reaction ("PCR") or antigen test has an Emergency Use Authorization ("EUA") by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by LACDA or other applicable law, regulation or order.

SIGNATURES

IN WITNESS, WHEREOF, the LACDA and the Contractor, through their duly authorized officers, have executed this Amendment No. 5 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 Emilio Salas
Emilio Salas
Executive Director

APPROVED AS TO FORM:
DAWYN R. HARRISON
Acting County Counsel

By Elizabeth Pennington
Elizabeth Pennington
Deputy County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By Becky Yee
Becky Yee
Director

**EXHIBIT B-1
PRICING SCHEDULE
FOR PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE
Amendment #5
(Revised 10/15/2022)**

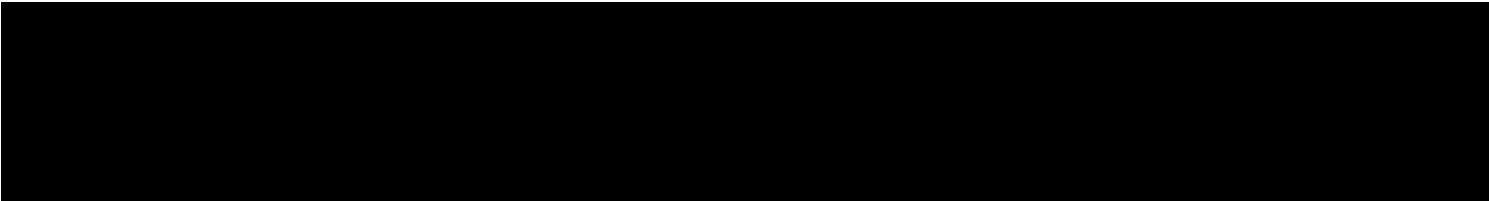
Update the Amendment #5, Exhibit B-1, Pricing Schedule for additional licenses of Voyager SaaS Private Cloud PHA Property Management, RENTCafe PHA Portals Package v1, RENTCafé PHA Landlord Portal and Inspector General, for the count of 2,500 units, as referenced in Section 5 of this Pricing Schedule.

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	26,299	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



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						

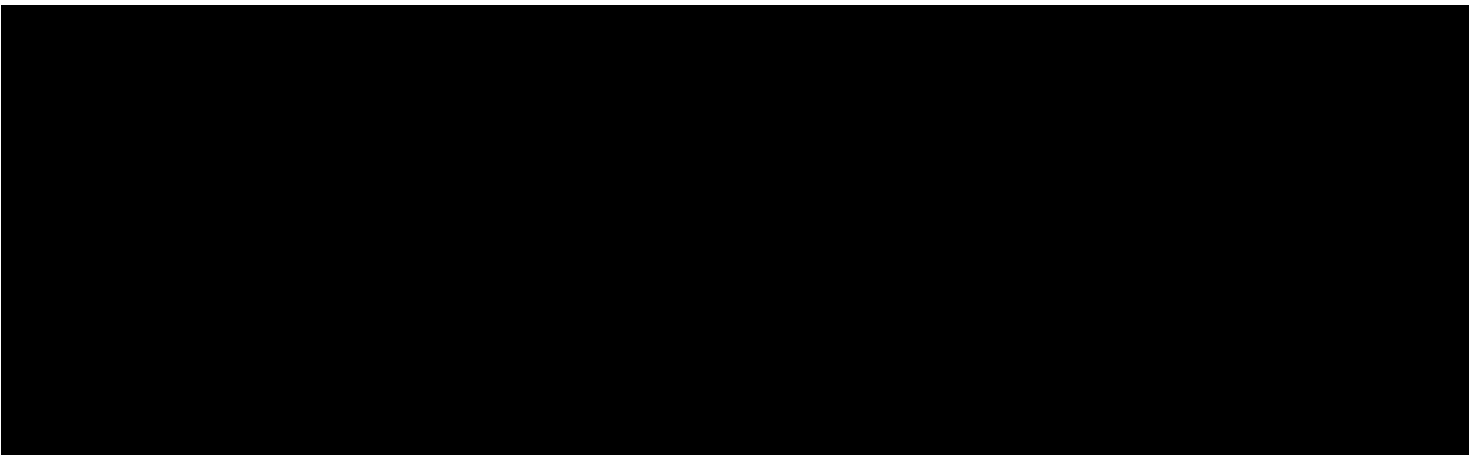
Yardi <i>Split</i> Units		
Total LACDA (HACoLA) <i>Split & Buffer</i> Additional Units**		
Total Contracted Units after Amendment		
Total Contract Compensation (Amendment #2)		\$1,358,407.73

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

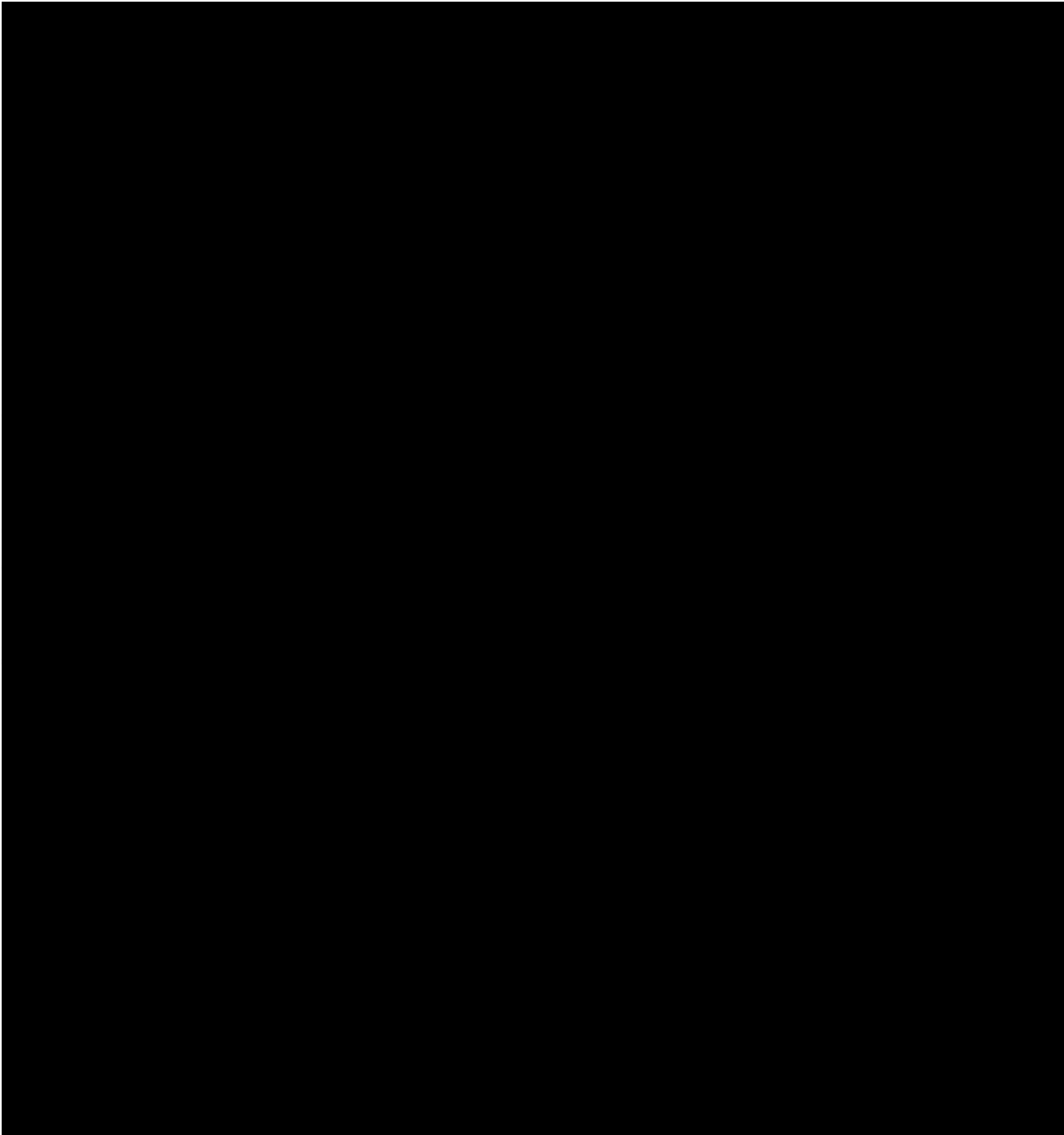
Additional Portal	RENTCafé	Year 1	Year 2	Year 3	Year 4* + 4% CPI	Year 5* + 4% CPI
Sub totals of Portals Years 3-5						
Additional Units/Software/Services ***	As Needed					\$150,000.00
Total Contract Compensation Increase (Amendment #4)						\$747,444.45
Original Board Approval						\$1,358,844.00
Revised Contract Total						\$2,106,288.45



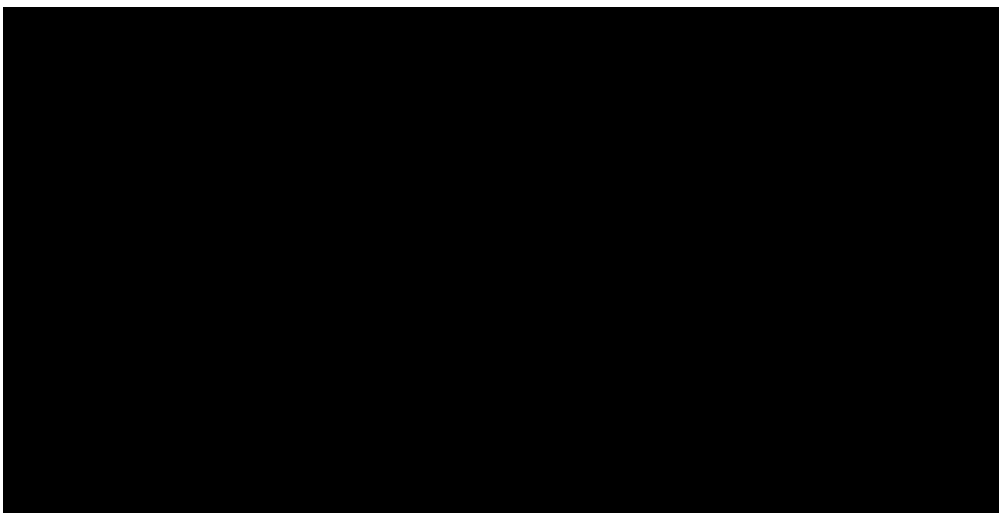
Section 5: Amendment #5 for Additional Licenses/Services

License	Unit of Measure (UOM)	Count	\$/UOM	Annual Fee Increase/ Decrease	Prorated Annual Fee Increase
Pool Dollars for Additional Units/ Software/Services					\$150,000.00
Voyager SaaS Private Cloud PHA Property Management	Unit				
RENTCafe PHA Portals Package v1	Unit				
RENTCafé PHA Landlord Portal	Unit				
Inspector General	Unit				
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



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